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# ORDER FOR SUPPLIES OR SERVICES SCHEDULE - CONTINUATION

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

PAGE NO

2

DATE OF ORDER CONTRACT NO. ORDER NO. 68HE0H18D0009 68HERH19F0326 08/15/2019 ITEM NO. SUPPLIES/SERVICES QUANTITY UNIT UNIT AMOUNT QUANTITY ORDERED ACCEPTED PRICE (d) (f) (a) (b) (c) (e) (g) Admin Office: HPOD US Environmental Protection Agency William Jefferson Clinton Building 1200 Pennsylvania Avenue, N. W. Mail Code: 3803R Washington DC 20460 Period of Performance: 08/15/2019 to 08/14/2023 0001 BASE YEAR: 125,000.00 ENDOCRINE DISRUPTOR SCREENING PROGRAM TECHNICAL AND SUPPORT SERVICES: in accordance with the Performance Work Statement. P.O.P: 8/15/19 - 8/14/20 Accounting Info: 17-18-B-C2A00EA-401C54-2505-16C2CPE006 -002 BFY: 17 EFY: 18 Fund: B Budget Org: C2A00EA Program (PRC): 401C54 Budget (BOC): 2505 DCN - Line ID: 16C2CPE006-002 Funding Flag: Complete Funded: \$0.00 Accounting Info: 18-19-B-C2A00EA-000C54-2505-19C2OSE004 -001 BFY: 18 EFY: 19 Fund: B Budget Org: C2A00EA Program (PRC): 000C54 Budget (BOC): 2505 DCN - Line ID: 19C2OSE004-001 Funding Flag: Complete Funded: \$75,000.00 Accounting Info: 19-20-B-C2A00EA-000C54-2505-19C2OSE004 -002 BFY: 19 EFY: 20 Fund: B Budget Org: C2A00EA Program (PRC): 000C54 Budget (BOC): 2505 DCN - Line ID: 19C2OSE004-002 Funding Flag: Complete Funded: \$50,000.00 0002 0.00 OPTION YEAR 1: ENDOCRINE DISRUPTOR SCREENING PROGRAM TECHNICAL AND SUPPORT SERVICES: in accordance with the Continued ... \$125,000.00 TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

# ORDER FOR SUPPLIES OR SERVICES SCHEDULE - CONTINUATION

PAGE NO

3

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 08/15/2019

CONTRACT NO.

68HE0H18D0009

ORDER NO. 68HERH19F0326

ITEM NO. SUPPLIES/SERVICES QUANTITY UNIT UNIT AMOUNT QUANTITY ORDERED PRICE ACCEPTED (d) (a) (f) (b) (c) (e) (g) Performance Work Statement. P.O.P: 8/15/20 - 8/14/21 (Option Line Item) 07/15/2020 0003 OPTION YEAR 3: 0.00 ENDOCRINE DISRUPTOR SCREENING PROGRAM TECHNICAL AND SUPPORT SERVICES: in accordance with the Performance Work Statement. P.O.P: 8/15/21 - 8/14/22 (Option Line Item) 07/15/2021 0004 OPTION YEAR 4: 0.00 ENDOCRINE DISRUPTOR SCREENING PROGRAM TECHNICAL AND SUPPORT SERVICES: in accordance with the Performance Work Statement. P.O.P: 8/15/22 - 8/14/23 (Option Line Item) 07/15/2019 TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H)) \$0.00

# TASK ORDER CLAUSES

### **Period of Performance**

The period of performance of this task order is 8/15/19 - 8/14/20

### **Submission of Invoices**

Invoices shall be submitted in accordance with EPAAR 1552.232-70 SUBMISSION OF INVOICES. (JUN 1996) - ALTERNATE I (JUN 1996). See address below.

RTP Finance Center US Environmental Protection Agency RTP-Finance Center (AA216-01) 109 TW Alexander Drive www2.epa.gov/financial/contracts Durham NC 27711

### E.2 Period of Performance

Base: 12 months from award date

Option 1: 12 months from option exercise Option 2: 12 months from option exercise Option 3: 12 months from option exercise Option 4: 12 months from option exercise

### F. TASK ORDER TYPE

Tasks 1-6: Time and materials

# G. INSPECTION AND ACCEPTANCE

# **G.1 Quality Assurance Project Plan**

The contractor shall submit the following quality system documentation to the CO at the time frames identified below:

Documentation Specifications Due

Quality Assurance Project Plan for the Task Order

> EPA Requirements for Quality Assurance Project Plans (QA/R-5) [dated03/20/11]

> > Task Order proposal due date

This documentation can be found on the following EPA website – https://www.epa.gov/quality/epa-qar-5-epa-requirements-quality-assurance-project-plans This documentation will be prepared in accordance with the specifications identified

above or equivalent specifications defined by EPA.

The Government will review and return the quality documentation, with comments, and indicating approval or disapproval. If necessary, the contractor shall revise the documentation to address all comments and shall submit the revised documentation to the government for approval.

The contractor shall not commence work involving environmental data generation or use until the Government has approved the quality documentation.

### H. TASK ORDER ADMINISTRATION DATA

# **H.1 Contract Administration Representatives**

Contracting Officer: Jody Gosnell, Gosnell.jody@epa.gov

Contracting Officer's Representative: Sharlene Matten, matten.sharlene@epa.gov

# I. INVOICING

Invoices shall be submitted in accordance with contract clause G.3 EPAAR 1552.232-70 SUBMISSION OF INVOICES. (JUN 1996) - ALTERNATE I (JUN 1996).

### J. TASK ORDER CLAUSES

# J.3 FAR 52.217-9 Option to Extend the Term of the Contract (Mar 2000)

- (a) The Government may extend the term of this contract by written notice to the contractor within 5 calendar days before the expiration of this contract; provided that the Government gives the contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 Months.

### LOCAL CLAUSE - EPA-B-32-103A - LIMITATION OF GOVERNMENT'S OBLIGATION

- (a) Severable services may be incrementally funded. Non-severable services shall not be incrementally funded. Contract
- line items \_\_\_1\_ through \_\_4\_\_ are severable and may be incrementally funded. For these items, the sum of
- \$350,000.00 of the total price is presently available for payment and allotted to this contract.
- (b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted for those items to the contract. The Contractor shall not continue work on those items beyond that point. Subject to the clause entitled, "Termination for Convenience of the Government," the Government will not be obligated, under any circumstances, to reimburse the Contractor in excess of the amount payable by the Government in the event of the termination of applicable contract line items for convenience including costs, profit, and estimated termination costs for those line items.
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (h) of this clause, the Contractor will notify the Contracting Officer, in writing, at least 5 days prior to the date when, in the

Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85% of the total amount currently allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of the applicable line items up to the next scheduled date for the allotment of funds identified in paragraph (a) of this clause, or to a substitute date as determined by the Government pursuant to paragraph (d) of this clause. If, after such notification, additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause entitled "Termination for Convenience of the Government."

- (d) The parties contemplate that, subject to the availability of appropriations, the Government may allot additional funds for continued performance of the contract line items identified in paragraph (a) of this clause and will determine the estimated period of contract performance which will be covered by the funds. If additional funds are allotted, the Contracting Officer will notify the Contractor in writing. The Contractor shall not resume performance of the contract line items identified in paragraph (a) until the written notice is received. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and to the new estimated period of contract performance. The contract will be modified accordingly.
- (e) The Government may, at any time prior to termination, allot additional funds for the performance of the contract lineitems identified in paragraph (a) of this clause.
- (f) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default". The provisions of this clause are limited to the work and allotment of funds for the contract line items set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded.
- (g) Nothing in this clause affects the right of the Government to otherwise terminate this contract pursuant to the contract clause entitled "Termination for Convenience of the Government".
- (h) The parties contemplate that the Government may obligate funds to this contract in accordance with the following schedule:

### **RECAPITULATION:**

	PRIOR	THIS	NEW
	AMOUNT	MOD	AMOUNT
BASE PERIOD			
Total Maximum Amount:	\$0.00	\$0.00	\$214,536.00
Funded Amount:	\$0.00	\$0.00	\$125,000.00
(End of clause)			

# **Local Clauses EPA-H-42-102 UTILIZATION OF FEDCONNECT FOR CONTRACT ADMINISTRATION**

EPA will utilize the FedConnect® web portal in administering this contract. The contractor must be registered in FedConnect® and have access to the FedConnect website located at https://www.fedconnect.net/Fedconnect/. For assistance in registering or for other FedConnect® technical questions please call the FedConnect® Help Desk at (800) 899-6665 or email at support@fedconnect.net.

### FAR 52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery

orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 08/15/2019 through 08/14/2023.

- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

### FAR 52.216-19 ORDER LIMITATIONS. (OCT 1995)

- (a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than \$10,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor-
- (1) Any order for a single item in excess of \$4.5 Million;
- (2) Any order for a combination of items in excess of \$4.5 Million; or
- (3) A series of orders from the same ordering office within 7 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) above.
- (c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

# FAR 52.217-8 OPTION TO EXTEND SERVICES. (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days before the contract expires.

### FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years and 6 months.

### FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. The full text of a clause may be accessed electronically at this/these address(es): FAR: http://farsite.hill.af.mil/vmfara.htm; EPAAR: http://farsite.hill.af.mil/vmepaara.htm

### PERFORMANCE WORK STATEMENT

# ENDOCRINE DISRUPTOR SCREENING PROGRAM TECHNICAL AND SUPPORT SERVICES

### 1.0 INTRODUCTION

The United States Environmental Protection Agency (EPA) requires technical and program support for the Agency's Endocrine Disruptor Screening Program (EDSP). This procurement entails services in the following areas: 1) comprehensive toxicological and ecotoxicological testing and analysis, 2) toxicokinetics and dosimetry testing and analysis, 3) systematic literature reviews, 4) workshops/meeting support, 5) information/records management support, and 6) special studies/projects. Skills needed include, but are not limited to, technical experience and/or capability with performing Tier 1 and Tier 2 EDSP studies, *in vitro* toxicokinetics and dosimetry, risk assessment, development and evaluation of computational toxicity or exposure models, analytical chemical analysis, biochemical analyses, statistical analyses, information/records management, report-writing, meeting support and quality assurance/quality control support.

### 2.0 BACKGROUND

EPA's Office of Science Coordination and Policy (OSCP) coordinates the Agency's Endocrine Disruptor Screening Program. OSCP develops the screening and testing methods and policy with support from EPA's Office of Research and Development (ORD) while the Office of Pesticide Programs (OPP), Office of Pollution Prevention and Toxics (OPPT), and Office of Water (OW) execute the policy, procedures, and regulatory decisions.

The Endocrine Disruptor Screening Program (EDSP) is established under section 408(p) of the Federal Food, Drug and Cosmetic Act (FFDCA), 21 U.S.C. 346a (p) and amendments to the Safe Drinking Water Act (section 1457).

- 1511.011(p) (1) of FFDCA requires EPA "to develop a screening program, using appropriate validated test systems and other scientifically relevant information, to determine whether certain substances may have an effect in humans that is similar to an effect produced by a naturally occurring estrogen, or such other endocrine effect as the Administrator may designate" (21 U.S.C. 346a (p) (1)). The statute also provides EPA with discretionary authority to "provide for the testing of any other substance that may have an effect that is cumulative to an effect of a pesticide chemical if the Administrator determines that a substantial population may be exposed to such substance." (21 U.S.C. 346a (p) (3)).
- SDWA section 1457 provides EPA with discretionary authority to require testing, under the FFDCA section 408(p) screening program, "of any other substances that may be found in sources of drinking water if the Administrator determines that a substantial population may be exposed to such substance." (42 U.S.C. 300j–17).

FFDCA Section 408(p) mandates that EPA use validated methods for the screening and testing chemicals for endocrine activity (specifically, estrogen, androgen thyroid). These methods or assays

allow EPA to identify and characterize the estrogen, androgen and thyroid pathway activity of pesticides, commercial chemicals, and environmental contaminants.

EDSP uses a two tiered approach to screen pesticides, chemicals, and environmental contaminants for their potential effect on estrogen, androgen and thyroid hormone systems. The Tier 1 battery is used to identify substances that have potential to interact with the estrogen, androgen or thyroid hormone pathways. Based on a Weight of Evidence (WoE) analysis, substances that have potential bioactivity with estrogen, androgen, and/or thyroid systems will be considered for EDSP Tier 2 testing. Tier 2 tests identify and establish dose response information for adverse effects for substances identified in the Tier 1 screening. These data results are combined with other hazard information and exposure assessment resulting in a risk assessment. The risk assessment is used to inform risk mitigation measures, as necessary, and regulatory decisions concerning a chemical. For more information, see the EDSP website at <a href="https://www.epa.gov/endocrine-disruption">www.epa.gov/endocrine-disruption</a>.

Traditional toxicological testing is based largely on the use of laboratory animals. Animal studies are expensive to conduct, require the use of large numbers of animals over a period of weeks to months, and have difficulties inherent to inter-species extrapolation. EPA recognized that dramatic technological advances in molecular biology and computer science offered alternative approaches, *e.g.*, use of high throughput *in vitro* biochemical- and cell-based assays and computational toxicology, to traditional animal-based toxicology testing methods. Beginning in 2015, EPA stated that validated high-throughput *in vitro* assays and computational models would be used as alternative methods to screen chemicals for their ability to interact with the endocrine system (Federal Register notice). EPA's use of high throughput assays and computational toxicology models advances the goal of providing sensitive, specific, quantitative, and efficient alternative screening methods to some assays in the Tier 1 battery to protect human health and the environment. This approach will improve the Agency's ability to fulfill its statutory mandate to screen pesticide chemicals and other substances for their ability to cause adverse effects by their interaction with the endocrine system at a fraction of the time, cost, and animal use.

Additional information about the EDSP is available through the Agency's Web site at http://www.epa.gov/endo.

For further information on how EPA uses the information from the EDSP/ https://www.epa.gov/endocrine-disruption/how-does-epa-use-information-endocrine-disruptor-screening-program

For more information on EDSP policies and procedures, go to: <a href="https://www.epa.gov/endocrine-disruption/endocrine-disruptor-screening-program-edsp-policies-and-procedures">https://www.epa.gov/endocrine-disruptor-screening-program-edsp-policies-and-procedures</a>.

All EDSP *Federal Register* notices are found at: <a href="https://www.epa.gov/endocrine-disruption/endocrine-disruption/endocrine-disruption-screening-program-federal-register-notices">https://www.epa.gov/endocrine-disruption/endocrine-disruption/endocrine-disruption/endocrine-disruption-endocrine-dis

# 2.1 Use of in vitro high throughput In vitro assays and computational tools in EDSP

In 2015, EPA announced that high throughput screening data and computational models would be used in the prioritization and screening of a chemical's potential to interact with the endocrine system in humans and wildlife ((Federal Register notice)). EPA also announced that a suite of high throughput *in vitro* estrogen receptor (ER) assays and an ER computational model are validated alternatives for three (3) of the 11 current assays in the Endocrine Disruptor Screening Program (EDSP) Tier 1 battery (see Table 1). The EPA used 18 estrogen receptor (ER) high throughput *in vitro* assays and a computational

model (ToxCast<sup>TM</sup> "ER Model") for detecting and measuring estrogen receptor (ER) agonist and antagonist bioactivity. Approximately 65 reference chemicals with known ER agonist or ER antagonist activity were used to evaluate the performance of the ER model. The ER model integrates concentration-response curves from each of the 18 ER assays and provides a single bioactivity value for each chemical. This performance of the model was compared to results of quality literature studies and results from the relevant Tier 1 battery assays. EPA has partial ER screening results for over 1800 chemicals that have been evaluated using high throughput assays and a computational model for the estrogen receptor pathway (for access to chemical data go to the EDSP21 Dashboard). The EPA is developing a performance-based test guideline for the ER Model, provided performance of the assay(s) can accurately detect reference chemicals that span a range of structures and potencies. For more information, see Docket No. EPA-HQ-OPP-2014-0614.

Use of validated high throughput *in vitro* assays and computational models will allow nearly 20 times the current number of screenings to be performed while nearly eliminating animal testing, allowing the program to meet its goals with a relatively level budget. EPA is developing additional alternative methods using high throughput assays and models for the estrogen, androgen, and thyroid pathways, as well as general steroid synthesis pathways (steroidogenesis) to screen chemicals. The status of the development and performance-based validation of high-throughput assays and computational models as alternative methods (to be used as OSRI) to the EDSP Tier 1 screening assays and Tier 2 tests is shown in **Table 1**. All test guidelines in series 890 can be found at <a href="http://www2.epa.gov/test-guidelines-pesticides-andtoxic-substances/series-890-endocrine-disruptor-screening-program">http://www2.epa.gov/test-guidelines-pesticides-andtoxic-substances/series-890-endocrine-disruptor-screening-program</a>.

Table 1. Status of various alternative assays and models addressing network interactions of the Tier 1 and Tier 2 battery for evaluating the potential endocrine bioactivity of chemicals

EDSP Tier 1 Battery	E	A	STR	ТНҮ	Status of High-throughput Assays & Computational Models as Tier 1 Alternatives
In vitro assays		-			
OCSPP 890.1250 – Estrogen Receptor Binding	•				Accepted Suite of HTS ER assays & ER pathway model as an alternative <sup>1</sup>
OCSPP 890.1300 – Estrogen Receptor Transcriptional Activation (Human Cell Line HeLa-9903)	•				Accepted Suite of HTS ER assays & ER pathway model as an alternative <sup>1</sup>
OCSPP 890.1150 – Androgen Receptor Binding (Rat Prostate)		•			Proposed Suite of AR HTS assays & AR pathway model as an alternative method; SAP Peer Review Meeting in November 2017 <sup>2</sup>
OCSPP 890.1550 – Steroidogenesis (Human Cell Line – H295R)			•		Proposed high throughput H295R assay as an alternative method; SAP Peer Review Meeting in November 2017 <sup>2</sup>
OCSPP 890.1200 – Aromatase (Human Recombinant)			•		STR Model -Future
In vivo assays					

EDSP Tier 1 Battery	E	A	STR	ТНҮ	Status of High-throughput Assays & Computational Models as Tier 1 Alternatives
OCSPP 890.1600 – Uterotrophic (Rat)					Accepted Suite of HTS ER assays & ER pathway model as an alternative <sup>1</sup>
OCSPP 890.1400 – Hershberger (Rat)		•	<b>3</b>		AR, STR Model - Future SAP Peer Review, December 2014 <sup>4</sup> ; Follow-up work ongoing
OCSPP 890.1100 – Amphibian Metamorphosis (Frog)					THY Model (Future)
OCSPP 890.1350 – Fish Short-Term Reproduction	•	•	•		ER, AR, STR Models (Future)
OCSPP 890.1450 – Pubertal Development and Thyroid Function in Intact Juvenile/Peripubertal Female Rats	•		•	•	ER, STR, THY Models (Future)
OCSPP 890.1500 – Pubertal Development and Thyroid Function in Intact Juvenile/Peripubertal Male Rats			•	•	AR, STR, THY Models (Future)
EDSP Tier 2 Tests (all in vivo) <sup>5</sup>	E	A	STR	ТНҮ	Status of High-throughput Assays & Computational Models as Tier 2 Alternatives
OCSPP 870.3800 – Reproduction and Fertility Effects (Rat)					ER, AR, STR Models (Future)
OECD TG 443 – Extended One-generation Reproductive Toxicity Test (Rat) (EOGRT) <sup>6</sup>				-	ER, AR, STR, THY Models (Future)
OCSPP 890.2200 – Medaka Extended One-generation Reproduction Test (fish) (MEOGRT)	•	•	•		ER, AR, STR Models (Future)
OCSPP 890.2300 – Larval Amphibian Growth and Development Assay (frog) (LAGDA)				-	THY Future
OCSPP 890.2100 – Avian Two-Generation Toxicity Test in the Japanese Quail (bird) (JQTT)	•	•	•		ER, AR, STR, THY Models (Future)

<sup>&</sup>lt;sup>1</sup> Acceptable alternatives discussed in the EPA Federal Register notice issued June 19, 2015.

Abbreviations: ER = estrogen receptor; AR = androgen receptor; STR = steroidogenesis; THY = hypothalamicpituitary-thyroid axis

 $<sup>^{2}</sup>$  November 2017 SAP meeting  $^{3}$  5 $\alpha$ -reductase inhibition only

<sup>&</sup>lt;sup>4</sup> <u>December 2014 SAP meeting</u>

<sup>&</sup>lt;sup>5</sup> EPA may request a Special EPA Test - Comparative Thyroid Assay (<u>Guidance for Thyroid Assays in Pregnant</u> Animals, Fetuses and Postnatal Animals, and Adult Animals)

<sup>&</sup>lt;sup>6</sup> EOGRT may be used as an alternative to the two-generation reproduction and fertility effects assay.

# 2.2 Use of High Throughput Methods and Computational Models to Estimate Exposure

The National Academy of Science vision for the 21<sup>st</sup> century toxicology emphasized generation and use of population-based and human exposure data, where possible, for interpreting test results and encouraged the collection of such data on important chemicals with biomonitoring, surveillance, and epidemiological studies (NAS, 2007). While pesticides may have sufficient exposure/use data to use traditional exposure estimation methods, these are only a small fraction of the thousands of chemicals in the EDSP universe. EPA is exploring the use of computational toxicology tools to prioritize chemicals for risk assessment/management purposes, in particular, those chemical for which there are limited exposure data. The objective is to identify chemicals or groups of chemicals with the highest potential for exposure and/or human health/environmental effects and focus resources on those chemicals.

EPA is interested in developing an integrated bioactivity exposure relationship (IBER) that will incorporate high throughput screening assays *in vitro* activity (*e.g.*, <u>ToxCast</u> data) coupled with high throughput exposure assessments (*e.g.*, <u>ExpoCast</u>). For more information, see <u>Docket No. EPA-HOOPP-2014-0614</u>.

Human and wildlife exposure data are limited. EPA is developing high-throughput toxicokinetic (HTTK) models to provide a bridge between bioactivity measured in the high-throughput assays (*i.e.*, ToxCast) and environmental exposure by either predicting tissue concentrations from an administered dose (*i.e.*, toxicokinetics) or inferring administered doses that would be needed to cause tissue bioactive concentrations *in vivo* (*i.e.*, reverse toxicokinetics, rTK). EPA is predicting internal tissue concentrations using quantitative *in vitro* to *in vivo* extrapolation (QIVIVE). For a chemical of interest, the bioactive *in vitro* doses are extrapolated to a predicted *in vivo* dose and compared with predicted exposures. As part of this effort, EPA is generating additional *in vitro* toxicokinetic data (*i.e.*, plasma protein binding and intrinsic metabolic clearance assays) in rat, human, and rainbow trout systems. EPA has ongoing high throughput efforts to estimate exposure. For more information on the agency's new high throughput methods to estimate chemical exposure, see <a href="Docket No. EPA-HQ-OPP-2014-0331">Docket No. EPA-HQ-OPP-2014-0331</a>.

# 2.3. Use High throughput Data to Evaluate Toxicity Potential - Adverse Outcome Pathways

The EPA is using adverse outcome pathway (AOP) concepts to organize, link, and integrate knowledge at different biological levels of organization for a hypothesis-driven approach to chemical testing and assessment. AOPs build on 21st-century toxicity paradigms (see NAS 2007) to provide a conceptual framework that can facilitate the use of alternative data and building predictive models. The resulting prediction of an adverse outcome drawn from the AOP framework may be used evaluate the performance of high throughput pathway assays and pathway models and not the performance of the individual assays because the results from each assay (key event) may play only a limited role on their own.

3.0 SCOPE OF WORK - TASKS

The technical and support services to be provided under this Performance Work Statement (PWs) support the EPA's Endocrine Disruptor Screening Program.

The contractor shall provide EPA with timely access to the right resources to perform the tasks outlined in the statement of work efficiently and effectively, deliver high-quality services in a cost-efficient manner, and resolve incidents and problems as rapidly and effectively as possible. Additionally, the contractor may be required to provide on-site contractual services at EPA headquarters in Washington D.C. (1200 Pennsylvania Ave NW, Washington, DC 20004) to perform certain tasks such as records management. Limited travel may be required, *i.e.*, perhaps once or twice per year, for the purposes of performing laboratory audits, attending EPA meetings or workshops, as specified in individual task orders. Access to Confidential Business Information (CBI) might apply.

The tasks for the resultant contract consist of the following:

- Task 1: Laboratory Testing using EPA or OECD Test Guidelines
- Task 2: In Vitro Toxicokinetics and In Vitro to In Vivo Extrapolations
- Task 3: Systematic Literature Reviews
- Task 4: Organize Meetings, Expert Workshops or Support External Peer-Reviews
- Task 5: Information and Records Management Support
- Task 6: Special Studies or Projects Support

# 3.1 Laboratory Testing using EPA or OECD Test Guidelines (Task 1)

EPA is requesting laboratory services and technical support to perform *in vitro* and *in vivo* studies according to the test guidelines published by the Environmental Protection Agency (EPA) and the Organization for Economic Development (OECD) for use in the Endocrine Disruptor Screening Program (EDSP) (see Table 1). Specific Tier 1 and/or Tier 2 tests and the chemicals to be tested will be requested in a targeted manner with the intent of addressing data gaps for those chemicals being considered as reference chemicals for the development of future performance based guidelines for the alternative estrogen receptor (ER), androgen receptor (AR), steroidogenesis (STR), and thyroid pathway high throughput *in vitro* assays and *in silico* models. In some cases, the requested protocol may be modified, for example, the need for additional toxicological endpoints, collection of additional tissues (e.g., mammary or thyroid gland), and additional replication.

EPA expects that all contractors (and/or subcontractors) will have expertise in performing laboratory studies using EPA OCSPP Test Guidelines, especially the 890 series, as well as all OECD endocrine-specific test guidelines, including, but not limited to, range-finding studies and definitive test concentration selection procedures, hormone analyses, analytical method development and analyses, "blind sample" preparation and testing, and statistical analyses. Different assays require different types of expertise. Specific areas of expertise that may be required include: avian, fish, and amphibian (or other wildlife species) biology and physiology, physiology of human, rodents, and other mammals, mammalian development and reproductive toxicity toxicology, *in vitro* assays (*e.g.*, receptor binding, molecular technology, cell culture), *in vitro* high throughput assays, toxicokinetics, toxicogenomics, ecotoxicology, biochemistry, statistics, endocrinology, analytical chemistry, physical chemistry, histopathology, or other technical capabilities relevant to the assays or tests identified in the PWS. The

contractor shall select qualified laboratories whose capabilities match the Agency's needs, as specified in task orders issued under this PWS.

# 3.1.1. Tier 1 in vitro guideline studies (see Table 1, in vitro asssays)

Laboratories conducting Tier 1 *in vitro* guideline assays should have experience and/or capability in the use of techniques used for quantifying hormones or other chemicals, *e.g.*, Enzyme-Linked ImmunoSorbant Assay (ELISA), Quantitative Polymerase Chain Reaction (qPCR), Radio ImmunoAssay (RIA), and capabilities, including, but not limited to, the following:

- cell and/or tissue culture and toxicity assays (e.g., methylisothiazolinone (MIT), lactose dehydrogenase (LDH); or
- receptor binding assays; or
- transfection techniques/transcriptional activation assays;
- experience with Good Laboratory Practices (GLPs) (40 Code of Federal Regulation (CFR) Part 792 and 40 CFR 160 Part 1);
- test compound administration methods (e.g., serial dilution, solubility determination);
- analytical method development and validation;
- protocol development;
- biostatistical analysis;
- data analysis and interpretation of studies conducted using EPA and OECD endocrine testing guidelines;
- quality assurance.

# 3.1.2 Tier 1 and Tier 2 in vivo mammalian guideline tests (see *in vivo* assays in Tables 1)

Laboratories conducting Tier 1 and Tier 2 *in vivo* mammalian guideline tests should have experience and/or capability including, but not limited to the following:

- mammalian biology, physiology, behavior, endocrinology, toxicokinetics, ADME, etc.
- husbandry of animals under Association for Assessment and Accreditation of Laboratory Animal Care International (AAALAC)-approved conditions from gestation through adulthood for at least one (1) generation, both sexes simultaneously;
- conducting laboratory studies according to GLP;
- conducting range-finding studies;
- dose administration by gavage or diet to rats or mice;
- analytical method development and validation
- protocol development;
- steroid hormone analysis
- animal necropsy
- excision and weighing organs of rats or mice, e.g., liver, kidney, thyroid, gonads;
- collecting and preserving tissues from rats or mice for histopathological analyses;
- evaluating rat or mice toxicological pathology studies (pathology board certification);
- conducting EDSP Tier 1 (uterotrophic and Hershberger assays, male and female pubertal assays) and/or Tier 2 *in vivo* mammalian toxicity studies (two-generation rat study (OCSPP test guideline 870.3800), Extended one-generation reproduction test (OECD test guideline 443), Comparative thyroid assay (<u>Guidance for Thyroid Assays in Pregnant Animals</u>, <u>Fetuses and Postnatal Animals</u>, and Adult Animals);
- biostatistical analysis;

- data analysis and interpretation of studies conducted using EPA and OECD endocrine testing guidelines;
- quality assurance.

# 3.1.3 Tier 1 and Tier 2 in vivo fish guideline tests (see Table 1)

Laboratories conducting Tier 1 and Tier 2 guideline tests involving fish should have experience and/or capability including, but not limited to the following:

- fish biology, physiology, behavior, endocrinology, toxicology, toxicokinetics, ADME, etc.
- conducting laboratory studies using GLPs;
- conducting range-finding studies;
- fish diets and dose administration in aquatic systems
- analytical method development and validation
- protocol development
- experience with flow-through aquatic test systems and test concentration maintenance throughout the exposure period;
- culturing model fish species, e.g., fathead minnow (*Pimephales promelas*), zebrafish (*Danio rerio*) Japanese medaka (*Oryzia latipas*), and/or sheepshead minnow (*Cyprinodon variegatus*);
- conducting guideline fish studies, e.g., fish short-term reproduction assay (OCSPP 890.1350 and OECD 229), Japanese medaka extended one-generation reproduction test (OCSPP 890.2200 and OECD 240)ds, and multi-generational fish studies. e.g.,
- experience with American Society for Testing and Materials (ASTM) E124
- setting test concentrations for fish *in vivo* endocrine screening assays (range-finding studies and definitive test concentration selection);
- steroid hormone and vitellogenin analyses
- genetic sexing (using qPCR) (e.g., Japanese medaka);
- fish necropsy
- excision and weighing fish organs, e.g., thyroid, liver, gonads;
- collecting and preserving tissues for fish histopathological analyses;
- evaluating fish toxicological pathology studies (pathology board certification);
- biostatistical analysis;
- data analysis and interpretation of studies conducted using EPA and OECD endocrine testing guidelines;
- quality assurance.

# 3.1.4 Tier 1 and Tier 2 in vivo amphibian guideline tests (see Table 1)

Laboratories conducting Tier 1 and Tier 2 guideline tests involving amphibians should experience and/or capability including, but not limited to, the following:

- Amphibian biology, physiology, behavior, endocrinology, toxicology, toxicokinetics, ADME, etc.
- conducting laboratory studies using GLPs;
- conducting range-finding studies;
- amphibian diets and dose administration in aquatic systems
- analytical method development and validation
- protocol development

- experience with flow-through aquatic test systems and test concentration maintenance throughout the exposure period;
- culturing model amphibian species, e.g., Xenopus laevis and/or (Silurana) tropicalis;
- experience conducting *Xenopus* (or *Silurana*) toxicity tests, e.g., amphibian metamorphosis assay (OCSPP 890.1100 or OECD 231) and larval amphibian growth and development assay (OCSPP 890.2300 or OECD 241)
- setting test concentrations for amphibian *in vivo* endocrine screening assays (range-finding studies and definitive test concentration selection)
- steroid hormone and vitellogenin analyses
- qPCR techniques for gene expression and genetic sexing;
- excision and weighing organs of amphibian species, e.g., thyroid, liver, gonads;
- collecting and preserving tissues for amphibian histopathological analyses;
- evaluating amphibian toxicological pathology studies (pathology board certification);
- biostatistical analysis;
- data analysis and interpretation of studies conducted using EPA and OECD endocrine testing guidelines;
- quality assurance.

# 3.1.5 Tier 2 in vivo avian guideline tests (see Table 1)

Laboratories conducting the Tier 2 avian two-generation toxicity test should have experience and/or capability including, but not limited to, the following:

- Avian biology, physiology, behavior, endocrinology, toxicology, toxicokinetics, ADME, etc.
- conducting laboratory studies using GLPs;
- maintaining and breeding avian species, e.g., Japanese quail (*Coturnix japonica*) and northern bobwhite quail (*Colinus virginianus*);
- conducting avian reproduction tests (e.g., OCSPP 850.2300, OECD 206, and OCSPP 890.2100);
- setting doses for avian *in vivo* endocrine screening assays (range-finding and definitive test doses);
- analytical method development and validation;
- protocol development;
- steroid hormone analyses;
- avian necropsy;
- excision and weighing organs of avian species, e.g., liver, kidney, thyroid, gonads;
- collecting and preserving tissues for avian histopathological analyses;
- evaluating avian toxicological pathology studies (pathology board certification).
- biostatistical analysis;
- data analysis and interpretation of studies conducted using EPA and OECD endocrine testing guidelines;
- quality assurance

# 3.2 *In Vitro* Toxicokinetics and *In Vitro* to *In Vivo* Extrapolations (Task 2)

Laboratory services and technical support are needed to conduct *in vitro* and/or *in vivo* metabolism or toxicokinetics studies in human, rat, and trout systems. *In vitro* plasma protein binding and intrinsic hepatic clearance are key parameters needed for *in vitro* to *in vivo* extrapolations (IVIVE). Data from these *in vitro* assays will be incorporated into toxicokinetic models to predict *in vivo* internal tissue

### ENDOCRINE DISRUPTOR SCREENING PROGRAM TECHNICAL AND SUPPORT SERVICES (Final 7/10/17)

(plasma/blood) concentrations from the *in vitro* bioactivity concentrations from estrogen, androgen, steroidogenesis, or thyroid pathways high throughput screening assays or from frank administered chemical dose in legacy animal toxicity studies (*e.g.*, ToxRefDB).

Laboratories should have experience and/or capability including, but not limited to, the following:

- human, rat, and/or rainbow trout physiology, toxicology, and ADME
- physical-chemical properties
- toxico- (or pharmaco-)kinetic and/or toxico- (or pharmaco-)dynamic models)
- in vitro to in vivo extrapolation models (e.g., rat, human, and/or fish);
- conducting in vivo and in vitro toxicokinetic studies, e.g., human, rat, and/or fish systems
- preparation of liver microsomes, S9 fractions or hepatocytes (e.g., human, rat, and/or fish systems)
- developing and validating analytical chemistry methods, e.g., GC-MS, HPLC-MS, and HPLC-fluorescence;
- biostatistical analysis;
- data analysis and interpretation of data;
- quality assurance.

# 3.3 Systematic Literature Reviews (Task 3)

The purpose of systematic literature reviews is to identify high quality "guideline-like" *in vivo* and *in vitro* studies for chemicals the EPA intends to use as "reference chemicals" as part of the performance based validation approach for high throughput assays and computational models as alternatives to the current EDSP Tier 1 screening, and possibly, Tier 2 tests.

Contractors should have experience and/or capability including, but not limited to, the following:

- conducting systematic literature reviews of the scientific literature;
- design and management of information systems to facilitate the review process, textual analysis and natural language processing (especially as it relates to chemistry and toxicology), automation (PDF-to-text and PDF-to-data extraction; machine-learning);
- conducting and/or analyzing data from screening/testing assays for potential endocrine disruption summarized in Tables 1 and 2 of the performance statement of work. This includes experience and/or capability in working with OCSPP harmonized test guidelines, 890 series; and OECD test guidelines, e.g., specific animal model (if *in vivo*), *in vitro* assays, endpoints measured and why, analytical techniques, experimental design, performance measures, data analysis and interpretation
- steroidogenesis pathways, estrogen and androgen pathways, and thyroid pathways.

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# 3.4 Organize Meetings, Expert Workshops or Support External Peer-Reviews (Task 4)

The contractor shall provide specialized expertise and support the conduct of expert workshops, external peer-reviews, and meetings convened by the EPA. The contractor shall ensure that all Agency peer

review requirements and guidelines are followed (see 4<sup>th</sup> Edition of the EPA Peer Review Handbook available at <a href="http://www2.epa.gov/osa/peer-review-handbook-4th-edition-2015-0">http://www2.epa.gov/osa/peer-review-handbook-4th-edition-2015-0</a>). The contractor shall follow the EPA Green Meetings and Conferences requirements (see EPAAR 1552.223-71).

Past EDSP workshops include two that were related to developing test guidance for EDSP Tier 2 ecotoxicity tests: Medaka Extended One-generation Growth and Reproduction Test (OCSPP 890.2200), Larval Amphibian Growth and Development Assay (OCSPP 890.2300), and Japanese Quail Toxicity Test (OCSPP 890.2100): 1) histopathology guidance workshop and 2) statistical guidance workshop. Expertise and/or capability may include, but is not limited to, the following activities:

- organizing public meetings, e.g., workshops, external peer-reviews
- preparing meeting minutes or reports
- webcasting
- oral or video recording and/or transcription of meetings
- Selection of experts, e.g., reviewing literature and other available information to locate experts with the appropriate expertise (e.g., toxicology, ecotoxicology, wildlife biology, exposure science, cheminformatics, statistics, endocrinology, risk assessment, pathology);
- preparing and organizing documents prior to a meeting/workshop, e.g., agenda, roster, background materials,;

note-taking at or transcription of meetings/workshops; general assistance with logistics of organizing a workshop/meeting (refer to EPA Green Meetings and Conferences, EPAAR 1552.223-71)

# 3.5 Information and Records Management Support (Task 5)

The contractor shall provide specialized expertise and support for EDSP information and records management with technical direction from the Government. Work may include, but is not limited to, the following activities:

- organizing, indexing, filing, packing, and disposing of EDSP records (all media) according to the disposition instructions in the appropriate EPA records management schedule;
- assessing EDSP document management and storage systems and recommending options to better meet OSCP records management needs (*e.g.*, OSCP records management plan, OSCP file management plan);

Expertise and/or capability may include, but is not limited to, the following:

- Federal records management;
- Information/document storage and management

# 3.6 Special Studies and Projects Support (Task 6)

The contractor shall provide specialized expertise and/or perform analyses with technical direction from the Government. Special studies may include, but are not limited to, the following activities:

- developing and conducting high throughput *in vitro* assays to improve the understanding of toxicity mechanisms or the assessment of exposure;
- developing or using adverse outcome pathways to organize, link and integrate knowledge at different levels of biological organization;
- developing and evaluating computational models
- conducting special *in vitro* or *in vivo* laboratory studies in addition to those defined in Tasks 2 and 3; (*e.g.*, comparative thyroid assay).

# ENDOCRINE DISRUPTOR SCREENING PROGRAM TECHNICAL AND SUPPORT SERVICES (Final 7/10/17)

- conducting special analyses using QSARs, toxicogenomics, and other computational toxicological technologies;
- conducting cheminformatics analyses;
- preparing detailed review papers or other analyses for publication;
- compiling and evaluating *in vitro* and *in vivo* data from multiple sources (data-mining, analyzing "big data");
- performing statistical analyses including meta-analyses;
- preparing or revising reports and analyses requested by EPA;
- preparing data analyses of laboratory studies using EPA's study profile templates.

Expertise and/or capability may include, but is not limited to, the following::

- toxicology (both mammalian and ecological);
- biology (e.g., avian, fish, rodent, human, amphibian);
- endocrinology;
- chemistry (such as biochemistry, analytical chemistry, physical chemistry)
- cheminformatics;
- bioinformatics;
- data science:
- information management (especially as they relate to biology, chemistry, and toxicology);
- •
- mathematicians;
- statisticians;
- computer scientists/programmers;
- adverse outcome pathways;
- toxicokinetics

# 3.7 Quality Management

Through Federal Regulations (48 CFR 46), EPA requires that recipients of funds for work involving environmental data comply with either the EPA quality policy or the American National Standard ASQ/ANSI E4-2014, Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs. The contractor shall ensure that its subcontractors meet all quality requirements specified in the Quality Management Plan.

- Expertise and/or capability may include, but is not limited to, the following:preparing quality management plans and quality assurance project plans;
- performing quality assurance including laboratory audits, review of test protocols, and deliverables.

# 4.0 DELIVERABLES

<u>Unless otherwise stated by the EPA (in specific task orders), all products and other deliverables shall be delivered electronically.</u> For those products that are designated to be made publicly available, the contractor shall deliver the products to the EPA electronically for EPA critical review and approval prior to public availability. The electronic copies shall be delivered in multiple formats: text in Microsoft Word (or other suitable format); fully formatted, first-generation print-ready with

graphics, with any photos, and a layout in an acceptable archival format consistent with the guidance provided by the <u>National Archives and Records Administration</u>. Data-driven products shall be delivered in a database format such as Microsoft Access, Microsoft Excel, MySQL exports or equivalents with full documentation. Final database products shall also include an archival ASCII export consistent with the electronic records standards of the <u>National Archives and Records</u> Administration.

In support of Internet-ready electronic files, the contractor shall ensure that all hypertext markup language (HTML) files and web-based applications comply with the standards, guidelines, and processes in the EPA Web Guide. All web-based applications under development must complete the Agency application review process. The selection of the platform for developing web-based applications shall be approved in advance of development. All HTML and web-based files and applications shall comply with the accessibility standards developed under Section 508 of the Americans with Disabilities Act (<a href="http://www.section508.gov">http://www.section508.gov</a>). Any products that will be housed on EPA site(s) shall be optimized for a variety of target browsers, user hardware, and shall be thoroughly testing for compatibility with multiple browsers and operating systems.

### 5.0 INHERENTLY GOVERNMENTAL FUNCTIONS

The contractor shall submit all deliverables required under this contract in draft for critical review by the Contracting Officer or the Contracting Officer's Representative. The Government will make all final regulatory, policy, and interpretive decisions resulting from contractor-provided recommendations. The contractor shall not publish or otherwise release, distribute, or disclose any work product generated under this contract without obtaining EPA's express advance written approval. When submitting materials or reports that contain recommendations, the contractor shall explain or rank policy or action alternatives; describe procedures used to arrive at recommendations; summarize the substance of deliberations; report any dissenting views; list sources relied upon; and detail the methods and considerations upon which the recommendations are based. The contractor shall not provide any legal services to the EPA under this contract, absent express written advance approval from the EPA's Office of General Counsel (OGC).

All contractor, subcontractor, and consultant personnel shall wear predominantly displayed identification badges at all times when performing tasks under this contract and when interacting with EPA officials, federal agencies, state, tribal, and local governments, business, industry, and the general public. The badge shall contain the individual's name and the company's name and logo. The office space occupied by contractor staff in any location that is also occupied by EPA employees shall be identified with appropriate signs that include the contractor's name. When participating in any event and/or discussion (*e.g.*, answering the telephone, participating as a panel member or speaker), contractor staff shall verbally identify themselves as contractor personnel so that there is no possible appearance of being EPA officials.

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# **ENVIRONMENTAL PROTECTION AGENCY**

EPA Office of Science and Coordination Policy: Records, Website, Meeting, and Document Support (Task Order 1, BASE)

Request for Task Order Proposal (RFTOP)

Revision 1

# EPA Office of Science and Coordination Policy: Records, Website, Meeting, and Document Support (Task Order 1)

# 1 PERFORMANCE WORK STATEMENT (PWS)

# 1.1 Purpose

The purpose of this task order (TO), *EPA Office of Science and Coordination Policy: Records Management, Communication, Meeting, and Document Support*, is to obtain administrative and programmatic support for the Office of Science Coordination and Policy (OSCP), Office of Chemical Safety & Pollution Prevention (OCSPP) in four (4) general areas:

- Records Management Support
- Meeting Support
- OSCP Websites Support
- Document Support

# 1.2 BACKGROUND

The Office of Science and Coordination Policy (OSCP) manages EPA's Endocrine Disruptor Screening Program (EDSP) and two federal advisory committees, FIFRA Scientific Advisory Panel and the TSCA Scientific Advisory Committee on Chemicals.

The Endocrine Disruptor Screening Program (EDSP) was established in 1998 under authorities contained in the 1996 Food Quality Protection Act (FQPA) and the 1996 Safe Drinking Water Act (SDWA) amendments. As mandated by these statutes, the EDSP develops a screening program to determine whether certain substances may have endocrine activity in humans and wildlife. The US EPA has developed a two-tiered approach for screening chemicals and pesticides. The Tier 1 battery is used to identify substances that have potential to interact with the estrogen, androgen or thyroid hormone pathways. The Tier 2 tests identify and establish dose response information for adverse effects for substances identified in the Tier 1 screening. Beginning in 2015, the EDSP is incorporating ToxCast high throughput screening data and computational models in the prioritization and screening of a chemical's potential to interact with the endocrine system in humans and wildlife for a portion of the Tier 1 battery. This approach will allow nearly 20 times the current number of screenings to be performed while nearly eliminating animal testing, allowing the program to meet its goals with a relatively level budget.

The EPA's EDSP is continuing the development and validation of alternative testing methodologies (i.e., high throughput assays and computational tools) to prioritize and screen chemicals based on potential endocrine bioactivity and exposure--in particular, the estrogen, androgen, or thyroid hormone pathways in humans and wildlife. This increased use of alternative testing methodologies will improve the output of screening results, allowing for greater coverage of the endocrine system.

# 1.3 TASK 1: TASK ORDER MANAGEMENT AND REPORTING REQUIREMENTS

- 1.3.1 The Contractor shall schedule a kick-off meeting/conference call with the TOCOR within 10 business days following the TO award. The TOCOR, Alternate (Alt) TOCOR, contract-level COR, and the EPA Contracting Officer (CO) must be invited to the kick-off meeting. Additional participants may be included.
- 1.3.2 The Contractor shall manage all aspects of the task order including, but not limited to, the technical, quality assurance, schedule, cost, and communication requirements.
- 1.3.3 The Contractor shall only work on tasks in the Performance Work Statement as directed by the TOCOR. The TOCOR shall identify specific due dates for deliverable for Tasks 3-6 via technical direction.

  Technical direction will be provided in writing by the Contracting Officer or the TOCOR as delegated by the Contracting Officer.
- 1.3.4 The Contractor shall schedule at least biweekly meetings (teleconference, in-person, Skype, Adobe Connect, or other media) with the TOCOR to discuss the status of the work including reporting any issues with respect to schedule slip or cost overruns. The TOCOR will identify, as needed, other individuals who should participate in these calls. Additional teleconference calls may be scheduled by the TOCOR as needed. Note: Telephone or in-person reports are not replacements for required written communications.
- 1.3.5 In addition to biweekly meeting, the Contractor shall update the TOCOR via telephone (and follow-up via e-mail) and, in writing, via e-mail, of any issues on an ongoing basis.
- 1.3.6 The Contractor shall inform the TOCOR when any hours or costs for any task has exceeded or is expected to exceed the contractor estimate by >10%.
- 1.3.7 The Contractor shall inform the TOCOR of any problems that may impact the production, budget, and/or delivery of deliverables.
- 1.3.8 The Contractor shall notify the TOCOR when 75% of the Government approved hours or approved LH costs have been incurred (including unbilled hours and costs).
- 1.3.9 The Contractor shall provide a monthly progress report of the combined monthly technical and financial progress report) stating the progress made, including the percentage of the project completed, a description of the work accomplished to support the cost, the estimated percentage of task completed (including deliverables) during the reporting period. The Executive Summary shall summarize the planned and actual work for the month, financial status, work planned for the next month, and significant issues, risks, or concerns. The monthly report shall also provide cost and technical progress data for each of the six (6) defined tasks (by labor category for each task) and projected costs for the upcoming reporting period.
  - For the technical progress report also include the following specific information:
    - Narrative detail review of accomplishments during the reporting period and/or significant events, as well as an assessment of work being completed on schedule and budget.
    - Status of all ongoing activities in accordance with the technical proposal and technical directives.
    - List of deliverables with delivery dates (planned versus actual).
    - Anticipated activities and deliverables for the next reporting period.
    - Specific discussions shall include difficulties encountered and remedial action taken during the reporting period, and anticipated activity with a schedule of deliverables for the subsequent reporting period.

- List of current contractors / staffing roster and any changes that may impact deliverables in advance of the reporting period (e.g., change in personnel and vacations).
- Monthly Contractor performance information (performance metrics)
- For the financial report, include the following information:
  - Identification of cost issues or concerns
  - For the current period, display the amount claimed.
  - For the cumulative period display the total amount claimed; amount paid; amount suspended or disallowed; and remaining amount.
  - Labor hours.
    - (i) A list of employees, their labor categories, and the number of hours worked for the reporting period.
    - (ii) For the current reporting period display the expended direct labor hours (by EPA contract labor category), and the total loaded direct labor hours.
    - (iii) For the cumulative reporting period and the cumulative contract period display: The negotiated and expended direct labor hours (by EPA labor hour category) and the loaded direct labor rate.
    - (iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.
    - (v) Display the estimates of remaining direct labor hours and costs required to complete the task order
  - Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the task order.
  - Average total cost labor hour. For the current contract period, compare the actual total cost
    per hour to date with the average total cost per hour of the approved technical proposal for the
    task order.
  - The monthly report does not change the notification requirements of the "Limitation of Cost" or "Limitation of Funds" clauses requiring separate written notice to the Contracting Officer.
- 1.3.10 The Contractor shall maintain a cumulative record of all communications between the contractor and EPA (all media including e-mail and telephone calls) and provide it to the TOCOR within one month after the TO has ended.
- 1.3.11 The contractor shall provide all deliverables in an electronic format specified by the EPA TOCOR (e.g., Word, Excel, Access, HTML) via electronic mail. The Contractor shall format any deliverables intended for posting on an EPA public website to comply with Section 508.
- 1.3.12 Unless otherwise specified by the TOCOR, the Contractor shall provide a secure method for internet transfer of large files.

- 1.3.13 All deliverables for this task order are the property of EPA.
- 1.3.14 Contractor personnel shall identify themselves as contractor employees and shall not present themselves as EPA employees. Furthermore, they shall not represent view of the U.S. Government, EPA, or its employees. In addition, the contractor shall not engage in inherently governmental activities, including, but not limited to actual determination of EPA policy and preparation of documents on EPA letterhead other than routine correspondences.
- 1.3.15 <u>For planning purposes, FIFRA and TSCA CBI training are required.</u> This task order may involve FIFRA/TSCA Confidential Business Information (CBI). (See Training, Section 1.18).

# 1.4 TASK 2. QUALITY ASSURANCE AND QUALITY ASSURANCE PROJECT PLAN (QAPP)

The Contractor shall implement a quality system that meets ANSI standard E4-2014.

For planning purposes, assume that a Quality Assurance Project Plan (QAPP) will be required for Task 6 (Document Support). The contractor shall create a Quality Assurance Project Plan (QAPP) that documents the planning, implementation, and assessment procedures for quality assurance and quality control activities. The QAPP integrates all the technical and quality aspects of the project to provide a blueprint for obtaining the type and quality of environmental data and information needed for a specific decision or use. The QAPP shall be prepared in accordance with the specifications identified by EPA (found at <a href="https://www.epa.gov/quality/epa-qar-5-epa-requirements-quality-assurance-project-plans">https://www.epa.gov/quality/epa-qar-5-epa-requirements-quality-assurance-project-plans</a>).

- ✓ Within 10 business days after Task Order Award, the contractor shall prepare and submit for EPA review a draft Quality Assurance Project Plan (QAPP) for Task 6.
- ✓ EPA will review the contractor's draft QAPP and provide the Contractor with written approval or written comments. If necessary, the contractor shall revise the QAPP to address all comments and shall submit the revised QAPP to the government for approval within 7 business days of receipt of the written comments on the draft QAPP, unless otherwise instructed by the EPA TO COR.
- ✓ Under no circumstances shall work that involves the generation, collection, evaluation, analysis, or use of environmental data be performed by the contractor until the contractor receives written notification from the EPA TO COR that EPA has approved the contractor's QAPP.

### 1.5 TASK 3: RECORDS MANAGEMENT SUPPORT

The Contractor shall provide EPA with technical assistance on the following activities related to records management.

- 1.5.1 The Contractor shall assist EPA in managing records, in all media, according to the disposition instructions in EPA record management schedules, including but not limited to:
  - EPA Record Schedule 1035 Environmental Records
  - EPA Record Schedule 1004 Acquisitions and Contracts
  - EPA Records Schedule 1024 Federal Advisory Committee Records
  - EPA Records Schedule 1023 Regulatory Development and Implementation, and Dockets
- 1.5.2 The Contractor shall provide support for:
  - Organizing and indexing records (all media, e.g., paper, CDs, electronic, etc.)
  - Digitization of paper records using a National Archives and Records Administration (NARA) approved format by the TOCOR.
  - Conversion of e-files to NARA-approved e-formats as directed by the TOCOR.

- Packing and labeling boxes containing records for transfer to a Federal Records Center (FRC) or as a direct offer to NARA.
- Preparing individual box lists
- Preparing destruction indices of records that will be destroyed (TOCOR will provide the EPA Destruction Form template and will approve all destruction forms)
- Destroy records as directed by the TOCOR (following approval of the Destruction form)
- 1.5.3 The Contractor shall provide the TOCOR with e-documents of the following deliverables:
  - Draft and final indices of records (in all media e.g., paper, e-files, CDs)
  - Draft and final box lists
  - Organized, packed, and labelled records boxes for storage in OSCP-managed space or transfer to FRC or NARA.
  - Draft and final records destruction forms.
  - Specific due dates for deliverables will be specified by the TOCOR on going basis via technical directive.
- 1.5.4 For planning purposes, the contractor shall conduct work with paper records at EPA HQ, Federal Triangle Complex, Washington D.C., unless otherwise dictated by the TOCOR.
- 1.5.5 For planning purposes, the contractor shall assume one (1) weekly status meeting with the EPA TOCOR.
- 1.5.6 For cost purposes, assume that the Contractor shall provide P1/P2 staff to work up to a total (combined of all staff involved in Task 3) of 40 hours per week.

# 1.6 TASK 4: MEETING SUPPORT

The Contractor shall provide EPA with meeting support including, but not limited to:

- 1.6.1 Logistical support for public meetings.
  - For planning purposes, the contractor shall assume one (1) public meeting per year.
  - The contractor shall provide specialized expertise and support the conduct of EPA meetings, e.g., expert workshops, external peer-reviews, and workgroup meetings.
  - The contractor shall ensure that all Agency peer review requirements and guidelines are followed (see 4th Edition of the EPA Peer Review Handbook available at <a href="http://www2.epa.gov/osa/peer-review-handbook-4th-edition-2015-0">http://www2.epa.gov/osa/peer-review-handbook-4th-edition-2015-0</a>)
  - The contractor shall follow the EPA Green Meetings and Conferences requirements for organizing public meetings (see EPAAR 1552.223-71).
  - Specific due dates for deliverables will be specified by the TOCOR via technical directive.
- 1.6.2 Note-taking, transcription, recording, and reports from meetings.
  - For planning purposes, the contractor shall assume one (1) meeting per month of approximately two (2) hours in length.
  - The TOCOR shall determine which meetings the Contractor shall attend and provide two working days' notice (e-mail notification) to the Contractor
  - The Contractor shall attend these meetings, provide a summary of the meeting, outline the outcomes and action items, and send the draft document to the TOCOR for review within approximately 5 business days after the meeting.
  - The Contractor shall revise the draft document to incorporate EPA comments and deliver the finalized notes to the TOCOR within one (1) week following receipt of the comments.
  - Due dates for deliverables will be specified by the TOCOR via technical directive.

## 1.7 TASK 5: OSCP WEBSITES SUPPORT

The Contractor shall provide technical support for the development and management of web content for the Endocrine Disruptor Screening Program (EDSP) and Federal Advisory Committees managed by OSCP, *i.e.*, the FIFRA Scientific Advisory Panel (FIFRA SAP), and the Toxic Substances Control Act Scientific Advisory Committee on Chemicals (TSCA SACC).

All software application and web-based deliverables shall be compliant with the \$508 accessibility standards of the Rehabilitation Act of 1973 (Act) (see EPA Policy: Accessible Electronic and Information Technology Standards, Procedures and Guidance: Accessible Electronic and Information Technology). Software application deliverables comply with the \$508 standards if they meet paragraphs (a) through (l) of \$1194.21 of the Act. Web-based deliverables will comply with the \$508 standards if they meet paragraphs (a) through (p) of \$1194.22 of the Act. When preparing these deliverables, the Contractor shall refer to the most recent version of the \$508 standards, which can be found at: http://www.access-board.gov/sec508/guide/index.htm.

The Contractor shall demonstrate §508 compliance of web-based deliverables by submitting a printout from a reputable §508 compliance software package showing that all priority 1 accessibility requirements have been met. The Contractor shall identify the software package and version used if this information is not listed on the printout.

- 1.7.1 The Contractor shall draft and manage content for the EDSP website (https://www.epa.gov/endocrine-disruption) based on the technical direction provided by the TO-COR.
- 1.7.2 The Contractor shall follow all EPA Web standards, procedures and policies regarding publishing on EPA's website (see <a href="https://www.epa.gov/web-policies-and-procedures/policies-and-procedures">https://www.epa.gov/web-policies-and-procedures</a>). All web publishing shall conform to EPA's One EPA Web structure (<a href="One EPA Web Guidance">One EPA Web Guidance</a>), which will:
  - Provide easier access to information about environmental issues and the work we are doing;
  - Improve EPA's transparency and openness to our audiences;
  - Provide a single, consolidated resource for priority topics; and
  - Create more relevant content for specific audiences.
- 1.7.3 Specific activities include, but are not limited to:
  - Organizing and updating content on each website (EDSP or FACA committee websites)
  - Updating content on the websites (*e.g.*, revising the content on existing webpages or creating new linkages to other webpages).
  - Posting materials (or adding linkages) on a website.
  - For EDSP website:
    - ✓ Developing materials to post on the web that are referenced by Federal Register notices (*e.g.*, workflow diagrams, order recipient diagrams/tables, etc.) or other relevant EDSP information materials.
    - ✓ Creating visual aids that can be used to facilitate understanding of the EDSP.
    - ✓ Adding specific document developed by EPA, e.g., EDSP Comprehensive Management Plan, Annual reports, and EDSP guidance documents.
  - For FACA meeting website, examples include:
    - ✓ Creating graphics that can be used to facilitate understanding of FIFRA SAP and TSCA Scientific Advisory Committee on Chemicals/Chemical Safety Advisory Committee, EDSP, *e.g.*, graphs, charts, and workflow diagrams.
    - ✓ Specific meeting content.

1.7.4 Content shall be posted to the EPA EDSP website (and/or related websites, *e.g.*, OCSPP Harmonized Test Guidelines website) and to the EPA OSCP Federal Advisory Committee websites following review and approval by the TOCOR.

# 1.8 TASK 6: DOCUMENT SUPPORT

The Contractor shall provide technical support for the preparation of OSCP documents including, but not limited to:

- Document formatting and citation management. The Contractor shall use document templates provided by the TOCOR. For cost estimate of document formatting and citation management (e.g., EPA HERO, EndNote) assume that there may be 6-8 documents per year. Each document may be 10 pages in length and contain 500 references.
- Preparation of text, graphs and figures used in presentations, journal articles, or other Agency documents
- Preparation of materials for draft and final versions of Federal Register (FR) notice(s), e.g., support for Information Collection Requests (ICRs) or EPA policy notices.
- Preparation of communication materials including, but not limited to, brochures, bookmarks, announcements, etc.
- Organization of public comments, e.g., public comments in response to EPA FR notices.
- Specific deliverables and due dates will be ordered by the TOCOR via technical directive.

In support of Internet-ready electronic files, the contractor shall ensure that all hypertext markup language (HTML) files and web-based applications comply with the standards, guidelines, and processes in the <u>EPA Web Guide</u>. All web-based applications under development must complete the Agency application review process. The selection of the platform for developing web-based applications shall be approved in advance of development. All HTML and web-based files and applications shall comply with the accessibility standards developed under Section 508 of the Americans with Disabilities Act (<a href="http://www.section508.gov">http://www.section508.gov</a>). Any products that will be housed on EPA site(s) shall be optimized for a variety of target browsers, user hardware, and shall be thoroughly testing for compatibility with multiple browsers and operating systems.

# 1.9 REPORTING REQUIREMENTS AND DELIVERABLES

The contractor shall provide the following deliverables listed in Table 1.

TABLE 1. DELIVERABLES AND SCHEDULE

Toolse	Deliverables Due Dates					
Tasks		Denverables	Due Dates			
Task 1	Task 🗸	management Kick-off meeting within 2 weeks after the t Monthly Progress Report (i.e. Technical/Pr				
	<ul><li>✓</li><li>✓</li><li>✓</li></ul>	Report) by the 15 <sup>th</sup> of each month (following Biweekly status meetings) Other meetings as required by the TOCOR Email a copy to the CO, Contract level CO Immediately inform the TOCOR when any or is expected to exceed the contractor esting the state of the contractor esting the contract	R, TOCOR, and Alt TOCOR hours or costs for any task has exceeded mate by >10%.			
	ľ	Immediately inform the TOCOR of any probudget, and/or delivery of deliverables.	bottems that may impact the production,			

Tasks	Deliverables	<b>Due Dates</b>
	✓ The Contractor shall notify the TOCOR w hours or approved LH costs have been inc	
Task 2	EPA Requirements for Quality Assurance Project Plans (QA/R- 5) https://www.epa.gov/quality/epa-qar-5-epa- requirements-quality-assurance-project-plans  ✓ Draft QAPP ✓ Final QAPP	<ul> <li>✓ Email to Contract-level COR and respective TOCOR and Alt TOCOR</li> <li>✓ Draft QAPP: within 10 business days after Task Order Award</li> <li>✓ Final QAPP: within 7 business days after receiving comments from the EPA TOCOR.</li> </ul>
Task 3	Records Management  ✓ Draft and final indices of records (in all media)  ✓ Draft and final box lists  ✓ Organized, packed, and labelled records boxes for transfer to FRC or NARA or for storage in OSCP assigned space.  ✓ Draft and final records destruction forms.	TBD by technical directive
Task 4	Meeting Support	TBD by technical directive
Task 5	Website Support  ✓ Draft materials for posting  ✓ Final materials  ✓ Post final materials	<ul> <li>✓ Draft: 2 weeks after tasking by EPA TOCOR</li> <li>✓ Final: 1 week after receiving EPA TOCOR comments</li> <li>✓ Post: &lt;72 hours following final approval by EPA TOCOR</li> </ul>
Task 6	Document Support	TBD by technical directive

# 1.10 ACCEPTABLE QUALITY LEVEL FOR TASKS

See Attachment 1: Quality Assurance Surveillance Plan

# 1.11 PERIOD OF PERFORMANCE

The period of performance of this task order is:

Base: 12 months from award date

Option 1: 12 months from option exercise

Option 2: 12 months from option exercise

Option 3: 12 months from option exercise

## 1.12 PLACE OF PERFORMANCE

Work may be performed off-site except for Task 3 as described above. Task 3 of this task order requires on-site Contractor support to be located at EPA's headquarters at the Federal Triangle Complex (which includes the Ronald Reagan Building and International Trade Center and William Jefferson Clinton Buildings) in Washington, DC. Space shall be in OSCP-defined records management space.

# 1.13 Personnel

The Contractor is responsible for providing personnel with the necessary level expertise to support the task activities and requirement in this PWS.

# 1.14 TASK ORDER TYPE: TIME & MATERIALS OR FIRM FIXED PRICE

# 1.15 GOVERNMENT FURNISHED EQUIPMENT (GFP)

In accordance with FAR 45.102, the contractor shall furnish all property required for performing Government contracts. If a contractor believes that Government property is required for performance of the contract, the contractor shall submit a written request to the CO. For cost purposes, assume that EPA shall provide an office phone with voicemail, and e-mail for approved personnel working in OSCP-space to complete work under Task 3 of this task order.

# 1.16 **Onboarding**

All Contractors who work within EPA-authorized space will be required to go through EPA's onboarding process. Contractors who are authorized to work by EPA's Personnel Security Branch will added to the contract. To avoid a delay in resource assignment for new or replaced staff, the Contractor should ensure personnel have the necessary background to receive a successful pass through EPA's fingerprinting and background check.

# 1.17 Travel

The Contractor may be required to travel in the course of the performance of this task order. The Contractor is required to follow the requirements of subpart 31.2 of the FAR regulations in incurring allowable travel costs under this task order, and correspondingly must at all times seek and obtain government rates whenever available and observe current subsistence ceilings.

For Task 3 (Records Management Support). Contractors are encouraged to use public transportation to perform work under Task 3 at the EPA HQ Federal Triangle Complex, Washington D.C.

For Task 4 (Meeting Support). The allowability of travel costs for contractor personnel and experts, consultants and other hired under subcontracts to provide services to EPA shall be determined under Part 31 of the Federal Acquisition Regulation (see detailed instructions in Section H.23, EPA-H-31-106 EPA-SPONSORED MEETINGS, WORKSHOPS, AND/OR CONFERENCES).

# 1.18 TRAINING

# EPA-H-31-105 APPROVAL OF TRAINING [see Section H.22 of the IDIQ contract]

(a) The contractor shall provide and maintain a qualified staff of personnel to meet the requirements of the Performance Work Statement. The contractor shall provide training to keep its personnel abreast of changes to the science and/or technology associated with the requirements of the contract. In addition, the contractor shall ensure that its personnel receive appropriate safety, health and environmental training in accordance with Federal, state and local requirements prior to assigning any task that require such training. The

contractor shall provide documentation of such training upon the request of the Contract-Level COR and/or Contracting Officer.

The Government will not directly reimburse the cost for contractor employees to meet or maintain minimal contract requirements or to obtain and sustain an appropriate level of professionalism. Any direct charges for training will only be considered for reimbursement under this contract by compliance with the procedures set forth in paragraph (b) (see Section H.22 of the IDIQ contract).

The Contractor shall ensure the designated staff complete FIFRA and TSCA CBI training. The Contractor and Contractor's employees shall follow the security procedures set forth in the FIFRA CBI and TSCA CBI Security Manuals. Prior to receipt of TSCA CBI or FIFRA CBI by the Contractor, the Contractor shall ensure that all employees who will be cleared for access to FIFRA CBI and/or TSCA CBI have been briefed on the handling, control, and security requirements set forth in the FIFRA and/or TSCA CBI Security Manuals.

# 2 INSPECTION AND ACCEPTANCE

# QUALITY ASSURANCE PROJECT PLAN (SEE TASK 2 ABOVE)

The Contractor shall submit a draft QAPP per EPA Requirements for Quality Assurance Project Plans (QA/R-5) (Table 2).

Table 2. Quality Assurance Project Plan

	Documentation	Specifications	Due
X	Quality Assurance Project Plan for the Task Order	EPA Requirements for Quality Assurance Project Plans (QA/R- 5) (dated 3//20/2011)  https://www.epa.gov/quality/e pa-qar-5-epa-requirements- quality-assurance-project-plans	<ul> <li>Draft QAPP: within 10 business days after Task Order Award</li> <li>Final QAPP: within 7 business days after receiving comments from the EPA TOCOR.</li> </ul>

# 3 TASK ORDER ADMINISTRATION DATA

### 3.1 CONTRACT ADMINISTRATION REPRESENTATIVES

- Contracting Officer: Jody Gosnell, OAS/HQAD
- Contract Specialist: Eric Ward, OAS/HQAD
- Contract Level Contracting Officer's Representative: Sharlene Matten, OSCP/EACPD
- Task Order Contracting Officer's Representative: Sharlene Matten, OSCP/EACPD

### 3.2 TASK ORDER CLAUSES

# **INVOICING**

Invoices shall be submitted in accordance with contract clause G.3 EPAAR 1552.232-70 SUBMISSION OF INVOICES. (JUN 1996) - ALTERNATE I (JUN 1996).

# 4.2 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this task order by written notice to the Contractor within 5 calendar days before the expiration of this task order; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended task order shall be considered to include this option clause.
- (c) The total duration of this task order, including the exercise of any options under this clause, shall not exceed 60 months.

# 3.3 EPA-J-52-101 LIST OF ATTACHMENTS

Attachment 1: QUALITY ASSURANCE SURVEILLANCE PLAN

# 3.4 INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

# EPA-L-36-101 RFTOP Proposal Instructions

The offeror's response shall not exceed 20 double sided pages each and shall include all charts, illustrations, etc. This limitation does not include resumes. Font size: must be 11 points or larger (smaller text in figures, graphs, diagrams and charts is acceptable as long as it is legible when the page is viewed at 100%).

# (a) TECHNICAL PROPOSAL INSTRUCTIONS:

- (1) The technical proposal shall be complete and demonstrate an understanding of the work to be provided and the contractor's ability to perform the work in accordance with PWS. The technical proposal shall address all of the technical evaluation criteria presented in this section.
- (2) Each section of the proposal shall be titled.
- (3) Subcontractors

Each offeror shall list in a table format the name and addresses of all subcontractors who will perform work or labor or render services to the offeror for compensation in an amount in excess of one percent of the offeror's total price. Each offeror shall show on the table the portion of the work to be done by each subcontractor. This table shall be included with the technical proposal. The table shall include: (a) the name and address of the subcontractor, (b) a short description of the work the subcontractor will be designated to perform or deliver, (c) the portion in percent of the work the subcontractor will be designated to perform or deliver.

# (4) Conflict of Interest

- Vendors shall provide a completed version of the certification at EPA-H-09-106 task order conflict of interest certification as part of its Technical Proposal. The complete certification will not count against the page limitations for the Technical Proposal.
- Consistent with the terms of the prime contract, vendors shall disclose any actual or
  potential conflict of interest to the Contracting Officer within 7 days after receipt of the
  Request for Task Order Proposal. The disclosure shall include a description of actions

- which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest.
- For the purposes of this RFP, EPA believes an actual or potential conflict of interest may exist. In order to properly manage the major projects, the Office will use this task order to supplement its Program Management (PM) resources. PM support provided by contractors includes the roles of Project Status/Reporting, Earned Value Management, Risk Management, and Quality Management. In addition, PM support may include assistance in acquisition planning. Because of the sensitive nature of some of these activities and the requirement that the Contractor provide independent reviews of such things as EVM reports, identified risks, and QASP assessments, the following preclusions shall apply for the period of performance of this procurement, including the base and any exercised option years.

# (b) TECHNICAL EVALUATION CRITERIA

Technical Evaluation Factors listed below are of equal importance.

<u>Factor 1 – Technical Approach:</u> The Contractor shall propose their Technical Approach for accomplishing the objectives, requirements, and tasks and subtasks of the task order.

<u>Factor 2 – Staffing Approach:</u> The Contractor shall describe their staffing approach in the form of a Staffing Plan. The Plan shall describe the role <u>and</u> level of involvement of each proposed team member in implementing the required tasks.

# (c) COST PROPOSAL

# **Instructions:**

The purpose of these cost instructions is to assist offerors in submitting information required to evaluate the reasonableness of proposed costs. All dollar amounts provided shall be rounded to the nearest dollar. The labor rates used for this task order shall not exceed the labor rates included in the base IDIQ contract. However, EPA will accept discounted rates.

Travel costs shall not exceed \$2,500 (BASE plus all Option Years). Contractors are encouraged to use public transportation.

# **ATTACHMENT 1**

# QUALITY ASSURANCE SURVEILLANCE PLAN

# QUALITY ASSURANCE SURVEILLANCE PLAN

PERFORMANCE REQUIREMENT	PERFORMANCE MEASURE (PM)	PERFORMANCE STANDARD	SURVEILLANCE METHOD	INCENTIVES & DISINCENTIVES
MANAGEMENT AND COMMUNICATION: The contractor shall maintain contact with the EPA CO, COR, and TOCOR throughout the performance of the contract.	Contractor shall immediately bring potential problems to the appropriate EPA personnel and shall recommend actions that would mitigate or resolve the problem.	Issues that impact project schedules and costs shall be brought to the attention of the EPA within 3-days of occurrence.	All active task orders will be reviewed by the EPA to identify unreported issues.	Performance will be considered in the award of subsequent task orders and will be factored into the annual evaluation of Business Relations in the Contractor Performance Assessment Reporting System (CPARS).
TIMELINESS: For every Task Order awarded establishing a firm, specific delivery date for the generation of a report, the contractor shall deliver such report to the COR, TOCOR and CO no later than the time specified in the order's PWS.	Deliverables and related work must comply with contractual timeliness requirements. The contractor will be evaluated on its responsiveness to all task orders.	95% of all deliverables and related work shall be completed on time within task schedule and/or tech. direction requirements.	100% inspection of all deliverables and related work by the TOCOR; TOCOR will document the timeliness of all work requirements.	Performance will be considered in the award of subsequent task orders and will be factored into the annual evaluation of Timeliness in the Contractor Performance Assessment Reporting System (CPARS).
TECHNICAL QUALITY: For every task order awarded, the analyses conducted by the contractor shall be factual, defensible, credible, and based on sound scientific methods. All data shall be collected from reputable sources and quality assurance measures shall be conducted in accordance with the agency requirements outlined in the task orders.	All deliverables and related work must be complete, accurate, thorough, and professionally credible.	Data are 100% accurate; review demonstrates a high level of expertise and credibility with regard to personnel and use of scientific methodology. Task Orders shall be conducted in strict conformance with approved QA plans. Outputs shall withstand internal review by the US EPA and outside scientific reviewers.	EPA Staff will conduct secondary reviews of work completed by the contractor. Feedback will be provided.	Performance will be considered in the award of subsequent task orders and will be factored into the annual evaluation in the category of Quality of Product or Service in the Contractor Performance Assessment Reporting System (CPARS).

# **TASK ORDER CLAUSES**

#### **Period of Performance**

The period of performance of this task order is 8/15/19 - 8/14/20

## **Submission of Invoices**

Invoices shall be submitted in accordance with EPAAR 1552.232-70 SUBMISSION OF INVOICES. (JUN 1996) - ALTERNATE I (JUN 1996). See address below.

**RTP Finance Center** 

US Environmental Protection Agency

RTP-Finance Center (AA216-01)

109 TW Alexander Drive

www2.epa.gov/financial/contracts

Durham NC 27711

# E.2 Period of Performance

Base: 12 months from award date

Option 1: 12 months from option exercise

Option 2: 12 months from option exercise

Option 3: 12 months from option exercise

# F. TASK ORDER TYPE

Tasks 1-6: Time and materials

# G. INSPECTION AND ACCEPTANCE

# **G.1 Quality Assurance Project Plan**

The contractor shall submit the following quality system documentation to the CO at the

time frames identified below:

Documentation Specifications Due

**Quality Assurance** 

Project Plan for the Task

Order

EPA Requirements for

**Quality Assurance Project** 

Plans (QA/R-5) [dated03/20/11]

Task Order

proposal

due date

This documentation can be found on the following EPA website –

https://www.epa.gov/quality/epa-qar-5-epa-requirements-quality-assurance-project-plans

This documentation will be prepared in accordance with the specifications identified

above or equivalent specifications defined by EPA.

The Government will review and return the quality documentation, with comments, and

indicating approval or disapproval. If necessary, the contractor shall revise the

documentation to address all comments and shall submit the revised documentation to the

government for approval.

The contractor shall not commence work involving environmental data generation or use

until the Government has approved the quality documentation.

### H. TASK ORDER ADMINISTRATION DATA

# **H.1 Contract Administration Representatives**

Contracting Officer: Jody Gosnell, Gosnell.jody@epa.gov

Contracting Officer's Representative: Sharlene Matten, <u>matten.sharlene@epa.gov</u>

#### I. INVOICING

Invoices shall be submitted in accordance with contract clause G.3 EPAAR 1552.232-70 SUBMISSION OF INVOICES. (JUN 1996) - ALTERNATE I (JUN 1996).

#### J. TASK ORDER CLAUSES

# J.3 FAR 52.217-9 Option to Extend the Term of the Contract (Mar 2000)

- (a) The Government may extend the term of this contract by written notice to the contractor within 5 calendar days before the expiration of this contract; provided that the Government gives the contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 Months.

# LOCAL CLAUSE - EPA-B-32-103A - LIMITATION OF GOVERNMENT'S OBLIGATION

(a) Severable services may be incrementally funded. Non-severable services shall not be incrementally funded.
Contract
line items1_ through4 are severable and may be incrementally funded. For these items, the sum of
\$350,000.00 of the total price is presently available for payment and allotted to this contract.

- (b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted for those items to the contract. The Contractor shall not continue work on those items beyond that point. Subject to the clause entitled, "Termination for Convenience of the Government," the Government will not be obligated, under any circumstances, to reimburse the Contractor in excess of the amount payable by the Government in the event of the termination of applicable contract line items for convenience including costs, profit, and estimated termination costs for those line items.
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (h) of this clause, the Contractor will notify the Contracting Officer, in writing, at least 5 days prior to the date when, in the Contractor's best

judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85% of the total amount currently allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of the applicable line items up to the next scheduled date for the allotment of funds identified in paragraph (a) of this clause, or to a substitute date as determined by the Government pursuant to paragraph (d) of this clause. If, after such notification, additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause entitled "Termination for Convenience of the Government."

(d) The parties contemplate that, subject to the availability of appropriations, the Government may allot additional funds for continued performance of the contract line items identified in paragraph (a) of this clause and will determine the estimated period of contract performance which will be covered by the funds. If additional funds are allotted, the Contracting Officer will notify the Contractor in writing. The Contractor shall not resume performance of the contract line items identified in paragraph (a) until the written notice is received. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and to the new estimated period of contract

performance. The contract will be modified accordingly.

- (e) The Government may, at any time prior to termination, allot additional funds for the performance of the contract lineitems identified in paragraph (a) of this clause.
- (f) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default". The provisions of this clause are limited to the work and allotment of funds for the contract line items set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded.
- (g) Nothing in this clause affects the right of the Government to otherwise terminate this contract pursuant to the contract clause entitled "Termination for Convenience of the Government".
- (h) The parties contemplate that the Government may obligate funds to this contract in accordance with the following schedule:

#### **RECAPITULATION:**

	PRIOR	THIS	NEW
	AMOUNT	MOD	AMOUNT
BASE PERIOD			
Total Maximum Amount:	\$0.00	\$0.00	\$215,085.00
Funded Amount:	\$0.00	\$0.00	\$125,000.00
(End of clause)			

# Local Clauses EPA-H-42-102 UTILIZATION OF FEDCONNECT FOR CONTRACT

#### **ADMINISTRATION**

EPA will utilize the FedConnect® web portal in administering this contract. The contractor must be registered in FedConnect® and have access to the FedConnect website located at https://www.fedconnect.net/Fedconnect/. For assistance in registering or for other FedConnect® technical questions please call the FedConnect® Help Desk at (800) 899-6665 or email at support@fedconnect.net.

# FAR 52.216-18 ORDERING. (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **08/15/2019** through **08/14/2023**.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

# **FAR 52.216-19 ORDER LIMITATIONS. (OCT 1995)**

- (a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than \$10,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor-
- (1) Any order for a single item in excess of \$4.5 Million;
- (2) Any order for a combination of items in excess of \$4.5 Million; or
- (3) A series of orders from the same ordering office within 7 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) above.
- (c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office

within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

# FAR 52.217-8 OPTION TO EXTEND SERVICES. (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days before the contract expires.

## FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years and 6 months.

# FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. The full text of a clause may be accessed electronically at this/these address(es): FAR: http://farsite.hill.af.mil/vmepaara.htm

AMENDMENT OF SOLICITATION/MODIFIC	ATION OF CONTRACT		1. CONTRACT ID CODE	PAGE	OF PAGES
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. RE0	UUISITION/PURCHASE REQ. NO.	5. PROJECT	23 T NO. (If applicable)
P00002	See Block 16C				
6. ISSUED BY CODE	HPOD	7. AD	MINISTERED BY (If other than Item 6)	CODE	
HPOD US Environmental Protection William Jefferson Clinton Bu 1200 Pennsylvania Avenue, N. Mail Code: 3803R	uilding				
Washington DC 20460		100	AMENDMENT OF COLUMNATION NO		
8. NAME AND ADDRESS OF CONTRACTOR (No., stree BATTELLE MEMORIAL INSTITUTE Attn: Brian Panoff 505 KING AVE COLUMBUS OH 432012693	t, county, State and ZIP Code)	9E × 10 6 6	A. MODIFICATION OF CONTRACT/ORDE BHE 0 H 1 9 F 0 3 2 6 B. DATED (SEE ITEM 13)	R NO.	
CODE 007901598	FACILITY CODE	<u> </u>	8/15/2019		
	11. THIS ITEM ONLY APPLIES				
RECEIVED AT THE PLACE DESIGNATED FOR THE OFFER. If by virtue of this amendment you desire to each letter or electronic communication makes refere 12. ACCOUNTING AND APPROPRIATION DATA (If req. See Schedule 13. THIS ITEM ONLY APPLIES TO M.)	change an offer already submitted nce to the solicitation and this amer uired)	, such change ndment, and is	may be made by letter or electronic comm	unication, provided te specified.	d
CHECK ONE  A. THIS CHANGE ORDER IS ISSUED ORDER NO. IN ITEM 10A.	PURSUANT TO: (Specify authority)	) THE CHANG	GES SET FORTH IN ITEM 14 ARE MADE	IN THE CONTRAC	 )T
B. THE ABOVE NUMBERED CONTRA appropriation data, etc.) SET FORTI			MINISTRATIVE CHANGES (such as chang ' OF FAR 43.103(b). TY OF:	ges in paying office	e,
D. OTHER (Specify type of modification	and authority)				
E. IMPORTANT: Contractor X is not	is required to sign this docume	ent and return	copies to the iss	suing office.	
14. DESCRIPTION OF AMENDMENT/MODIFICATION DUNS Number: 007901598	(Organized by UCF section headin	ngs, including :	solicitation/contract subject matter where fe	asible.)	
TOCOR: Smatten Max Expire Da	te: 09/27/2023 In	voiceAp	prover: Sharlene Mat	ten	
The purpose of this modifica	tion is to:				
1. Attach the revised RFTOP.					
All of other terms and condi	tions remain unch	anged.			
LIST OF CHANGES:					
Reason for Modification: Oth	er Administrative	Action			
Total Amount for this Modifi	cation: \$0.00				
Continued					
Except as provided herein, all terms and conditions of the	ne document referenced in Item 9 A				
15A. NAME AND TITLE OF SIGNER (Type or print)			NAME AND TITLE OF CONTRACTING O	FFICER (Type or p	print)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGN	IED 16B.	UNITED STATES OF AMERICA	ELECTRONIC	16C. DATE SIGNED
(Signature of person authorized to sign)		2	(Signature of Contracting Officer)	SIGNATURE	08/30/2019

 CONTINUATION SHEET
 REFERENCE NO. OF DOCUMENT BEING CONTINUED
 PAGE
 OF

 68HE0H18D0009/68HERH19F0326/P00002
 2
 23

NAME OF OFFEROR OR CONTRACTOR

BATTELLE MEMORIAL INSTITUTE

TEM NO.	SUPPLIES/SERVICES	QUANTITY		UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	(E)	(F)
	New Total Amount for this Version: \$0.00				
	New Total Amount for this Award: \$125,000.00				
	Payment:				
	RTP Finance Center				
	US Environmental Protection Agency				
	RTP-Finance Center (AA216-01)				
	109 TW Alexander Drive				
	www2.epa.gov/financial/contracts				
	Durham NC 27711				
	Period of Performance: 08/15/2019 to 08/14/2023				
		1	1 1		



# **ENVIRONMENTAL PROTECTION AGENCY**

EPA Office of Science and Coordination Policy: Records, Website, Meeting, and Document Support (Task Order 1, BASE)

Request for Task Order Proposal (RFTOP)

Revision 1

# EPA Office of Science and Coordination Policy: Records, Website, Meeting, and Document Support (Task Order 1)

# 1 PERFORMANCE WORK STATEMENT (PWS)

# 1.1 Purpose

The purpose of this task order (TO), *EPA Office of Science and Coordination Policy: Records Management, Communication, Meeting, and Document Support*, is to obtain administrative and programmatic support for the Office of Science Coordination and Policy (OSCP), Office of Chemical Safety & Pollution Prevention (OCSPP) in four (4) general areas:

- Records Management Support
- Meeting Support
- OSCP Websites Support
- Document Support

# 1.2 BACKGROUND

The Office of Science and Coordination Policy (OSCP) manages EPA's Endocrine Disruptor Screening Program (EDSP) and two federal advisory committees, FIFRA Scientific Advisory Panel and the TSCA Scientific Advisory Committee on Chemicals.

The Endocrine Disruptor Screening Program (EDSP) was established in 1998 under authorities contained in the 1996 Food Quality Protection Act (FQPA) and the 1996 Safe Drinking Water Act (SDWA) amendments. As mandated by these statutes, the EDSP develops a screening program to determine whether certain substances may have endocrine activity in humans and wildlife. The US EPA has developed a two-tiered approach for screening chemicals and pesticides. The Tier 1 battery is used to identify substances that have potential to interact with the estrogen, androgen or thyroid hormone pathways. The Tier 2 tests identify and establish dose response information for adverse effects for substances identified in the Tier 1 screening. Beginning in 2015, the EDSP is incorporating ToxCast high throughput screening data and computational models in the prioritization and screening of a chemical's potential to interact with the endocrine system in humans and wildlife for a portion of the Tier 1 battery. This approach will allow nearly 20 times the current number of screenings to be performed while nearly eliminating animal testing, allowing the program to meet its goals with a relatively level budget.

The EPA's EDSP is continuing the development and validation of alternative testing methodologies (i.e., high throughput assays and computational tools) to prioritize and screen chemicals based on potential endocrine bioactivity and exposure--in particular, the estrogen, androgen, or thyroid hormone pathways in humans and wildlife. This increased use of alternative testing methodologies will improve the output of screening results, allowing for greater coverage of the endocrine system.

# 1.3 TASK 1: TASK ORDER MANAGEMENT AND REPORTING REQUIREMENTS

- 1.3.1 The Contractor shall schedule a kick-off meeting/conference call with the TOCOR within 10 business days following the TO award. The TOCOR, Alternate (Alt) TOCOR, contract-level COR, and the EPA Contracting Officer (CO) must be invited to the kick-off meeting. Additional participants may be included.
- 1.3.2 The Contractor shall manage all aspects of the task order including, but not limited to, the technical, quality assurance, schedule, cost, and communication requirements.
- 1.3.3 The Contractor shall only work on tasks in the Performance Work Statement as directed by the TOCOR. The TOCOR shall identify specific due dates for deliverable for Tasks 3-6 via technical direction.

  Technical direction will be provided in writing by the Contracting Officer or the TOCOR as delegated by the Contracting Officer.
- 1.3.4 The Contractor shall schedule at least biweekly meetings (teleconference, in-person, Skype, Adobe Connect, or other media) with the TOCOR to discuss the status of the work including reporting any issues with respect to schedule slip or cost overruns. The TOCOR will identify, as needed, other individuals who should participate in these calls. Additional teleconference calls may be scheduled by the TOCOR as needed. Note: Telephone or in-person reports are not replacements for required written communications.
- 1.3.5 In addition to biweekly meeting, the Contractor shall update the TOCOR via telephone (and follow-up via e-mail) and, in writing, via e-mail, of any issues on an ongoing basis.
- 1.3.6 The Contractor shall inform the TOCOR when any hours or costs for any task has exceeded or is expected to exceed the contractor estimate by >10%.
- 1.3.7 The Contractor shall inform the TOCOR of any problems that may impact the production, budget, and/or delivery of deliverables.
- 1.3.8 The Contractor shall notify the TOCOR when 75% of the Government approved hours or approved LH costs have been incurred (including unbilled hours and costs).
- 1.3.9 The Contractor shall provide a monthly progress report of the combined monthly technical and financial progress report) stating the progress made, including the percentage of the project completed, a description of the work accomplished to support the cost, the estimated percentage of task completed (including deliverables) during the reporting period. The Executive Summary shall summarize the planned and actual work for the month, financial status, work planned for the next month, and significant issues, risks, or concerns. The monthly report shall also provide cost and technical progress data for each of the six (6) defined tasks (by labor category for each task) and projected costs for the upcoming reporting period.
  - For the technical progress report also include the following specific information:
    - Narrative detail review of accomplishments during the reporting period and/or significant events, as well as an assessment of work being completed on schedule and budget.
    - Status of all ongoing activities in accordance with the technical proposal and technical directives.
    - List of deliverables with delivery dates (planned versus actual).
    - Anticipated activities and deliverables for the next reporting period.
    - Specific discussions shall include difficulties encountered and remedial action taken during the reporting period, and anticipated activity with a schedule of deliverables for the subsequent reporting period.

- List of current contractors / staffing roster and any changes that may impact deliverables in advance of the reporting period (e.g., change in personnel and vacations).
- Monthly Contractor performance information (performance metrics)
- For the financial report, include the following information:
  - Identification of cost issues or concerns
  - For the current period, display the amount claimed.
  - For the cumulative period display the total amount claimed; amount paid; amount suspended or disallowed; and remaining amount.
  - Labor hours.
    - (i) A list of employees, their labor categories, and the number of hours worked for the reporting period.
    - (ii) For the current reporting period display the expended direct labor hours (by EPA contract labor category), and the total loaded direct labor hours.
    - (iii) For the cumulative reporting period and the cumulative contract period display: The negotiated and expended direct labor hours (by EPA labor hour category) and the loaded direct labor rate.
    - (iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.
    - (v) Display the estimates of remaining direct labor hours and costs required to complete the task order
  - Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the task order.
  - Average total cost labor hour. For the current contract period, compare the actual total cost
    per hour to date with the average total cost per hour of the approved technical proposal for the
    task order.
  - The monthly report does not change the notification requirements of the "Limitation of Cost" or "Limitation of Funds" clauses requiring separate written notice to the Contracting Officer.
- 1.3.10 The Contractor shall maintain a cumulative record of all communications between the contractor and EPA (all media including e-mail and telephone calls) and provide it to the TOCOR within one month after the TO has ended.
- 1.3.11 The contractor shall provide all deliverables in an electronic format specified by the EPA TOCOR (e.g., Word, Excel, Access, HTML) via electronic mail. The Contractor shall format any deliverables intended for posting on an EPA public website to comply with Section 508.
- 1.3.12 Unless otherwise specified by the TOCOR, the Contractor shall provide a secure method for internet transfer of large files.

- 1.3.13 All deliverables for this task order are the property of EPA.
- 1.3.14 Contractor personnel shall identify themselves as contractor employees and shall not present themselves as EPA employees. Furthermore, they shall not represent view of the U.S. Government, EPA, or its employees. In addition, the contractor shall not engage in inherently governmental activities, including, but not limited to actual determination of EPA policy and preparation of documents on EPA letterhead other than routine correspondences.
- 1.3.15 <u>For planning purposes, FIFRA and TSCA CBI training are required.</u> This task order may involve FIFRA/TSCA Confidential Business Information (CBI). (See Training, Section 1.18).

# 1.4 TASK 2. QUALITY ASSURANCE AND QUALITY ASSURANCE PROJECT PLAN (QAPP)

The Contractor shall implement a quality system that meets ANSI standard E4-2014.

For planning purposes, assume that a Quality Assurance Project Plan (QAPP) will be required for Task 6 (Document Support). The contractor shall create a Quality Assurance Project Plan (QAPP) that documents the planning, implementation, and assessment procedures for quality assurance and quality control activities. The QAPP integrates all the technical and quality aspects of the project to provide a blueprint for obtaining the type and quality of environmental data and information needed for a specific decision or use. The QAPP shall be prepared in accordance with the specifications identified by EPA (found at <a href="https://www.epa.gov/quality/epa-qar-5-epa-requirements-quality-assurance-project-plans">https://www.epa.gov/quality/epa-qar-5-epa-requirements-quality-assurance-project-plans</a>).

- ✓ Within 10 business days after Task Order Award, the contractor shall prepare and submit for EPA review a draft Quality Assurance Project Plan (QAPP) for Task 6.
- ✓ EPA will review the contractor's draft QAPP and provide the Contractor with written approval or written comments. If necessary, the contractor shall revise the QAPP to address all comments and shall submit the revised QAPP to the government for approval within 7 business days of receipt of the written comments on the draft QAPP, unless otherwise instructed by the EPA TO COR.
- ✓ Under no circumstances shall work that involves the generation, collection, evaluation, analysis, or use of environmental data be performed by the contractor until the contractor receives written notification from the EPA TO COR that EPA has approved the contractor's QAPP.

### 1.5 TASK 3: RECORDS MANAGEMENT SUPPORT

The Contractor shall provide EPA with technical assistance on the following activities related to records management.

- 1.5.1 The Contractor shall assist EPA in managing records, in all media, according to the disposition instructions in EPA record management schedules, including but not limited to:
  - EPA Record Schedule 1035 Environmental Records
  - EPA Record Schedule 1004 Acquisitions and Contracts
  - EPA Records Schedule 1024 Federal Advisory Committee Records
  - EPA Records Schedule 1023 Regulatory Development and Implementation, and Dockets
- 1.5.2 The Contractor shall provide support for:
  - Organizing and indexing records (all media, e.g., paper, CDs, electronic, etc.)
  - Digitization of paper records using a National Archives and Records Administration (NARA) approved format by the TOCOR.
  - Conversion of e-files to NARA-approved e-formats as directed by the TOCOR.

- Packing and labeling boxes containing records for transfer to a Federal Records Center (FRC) or as a direct offer to NARA.
- Preparing individual box lists
- Preparing destruction indices of records that will be destroyed (TOCOR will provide the EPA Destruction Form template and will approve all destruction forms)
- Destroy records as directed by the TOCOR (following approval of the Destruction form)
- 1.5.3 The Contractor shall provide the TOCOR with e-documents of the following deliverables:
  - Draft and final indices of records (in all media e.g., paper, e-files, CDs)
  - Draft and final box lists
  - Organized, packed, and labelled records boxes for storage in OSCP-managed space or transfer to FRC or NARA.
  - Draft and final records destruction forms.
  - Specific due dates for deliverables will be specified by the TOCOR on going basis via technical directive.
- 1.5.4 For planning purposes, the contractor shall conduct work with paper records at EPA HQ, Federal Triangle Complex, Washington D.C., unless otherwise dictated by the TOCOR.
- 1.5.5 For planning purposes, the contractor shall assume one (1) weekly status meeting with the EPA TOCOR.
- 1.5.6 For cost purposes, assume that the Contractor shall provide P1/P2 staff to work up to a total (combined of all staff involved in Task 3) of 40 hours per week.

# 1.6 TASK 4: MEETING SUPPORT

The Contractor shall provide EPA with meeting support including, but not limited to:

- 1.6.1 Logistical support for public meetings.
  - For planning purposes, the contractor shall assume one (1) public meeting per year.
  - The contractor shall provide specialized expertise and support the conduct of EPA meetings, e.g., expert workshops, external peer-reviews, and workgroup meetings.
  - The contractor shall ensure that all Agency peer review requirements and guidelines are followed (see 4th Edition of the EPA Peer Review Handbook available at <a href="http://www2.epa.gov/osa/peer-review-handbook-4th-edition-2015-0">http://www2.epa.gov/osa/peer-review-handbook-4th-edition-2015-0</a>)
  - The contractor shall follow the EPA Green Meetings and Conferences requirements for organizing public meetings (see EPAAR 1552.223-71).
  - Specific due dates for deliverables will be specified by the TOCOR via technical directive.
- 1.6.2 Note-taking, transcription, recording, and reports from meetings.
  - For planning purposes, the contractor shall assume one (1) meeting per month of approximately two (2) hours in length.
  - The TOCOR shall determine which meetings the Contractor shall attend and provide two working days' notice (e-mail notification) to the Contractor
  - The Contractor shall attend these meetings, provide a summary of the meeting, outline the outcomes and action items, and send the draft document to the TOCOR for review within approximately 5 business days after the meeting.
  - The Contractor shall revise the draft document to incorporate EPA comments and deliver the finalized notes to the TOCOR within one (1) week following receipt of the comments.
  - Due dates for deliverables will be specified by the TOCOR via technical directive.

# 1.7 TASK 5: OSCP WEBSITES SUPPORT

The Contractor shall provide technical support for the development and management of web content for the Endocrine Disruptor Screening Program (EDSP) and Federal Advisory Committees managed by OSCP, *i.e.*, the FIFRA Scientific Advisory Panel (FIFRA SAP), and the Toxic Substances Control Act Scientific Advisory Committee on Chemicals (TSCA SACC).

All software application and web-based deliverables shall be compliant with the \$508 accessibility standards of the Rehabilitation Act of 1973 (Act) (see EPA Policy: Accessible Electronic and Information Technology Standards, Procedures and Guidance: Accessible Electronic and Information Technology). Software application deliverables comply with the \$508 standards if they meet paragraphs (a) through (l) of \$1194.21 of the Act. Web-based deliverables will comply with the \$508 standards if they meet paragraphs (a) through (p) of \$1194.22 of the Act. When preparing these deliverables, the Contractor shall refer to the most recent version of the \$508 standards, which can be found at: http://www.access-board.gov/sec508/guide/index.htm.

The Contractor shall demonstrate §508 compliance of web-based deliverables by submitting a printout from a reputable §508 compliance software package showing that all priority 1 accessibility requirements have been met. The Contractor shall identify the software package and version used if this information is not listed on the printout.

- 1.7.1 The Contractor shall draft and manage content for the EDSP website (https://www.epa.gov/endocrine-disruption) based on the technical direction provided by the TO-COR.
- 1.7.2 The Contractor shall follow all EPA Web standards, procedures and policies regarding publishing on EPA's website (see <a href="https://www.epa.gov/web-policies-and-procedures/policies-and-procedures">https://www.epa.gov/web-policies-and-procedures</a>). All web publishing shall conform to EPA's One EPA Web structure (<a href="One EPA Web Guidance">One EPA Web Guidance</a>), which will:
  - Provide easier access to information about environmental issues and the work we are doing;
  - Improve EPA's transparency and openness to our audiences;
  - Provide a single, consolidated resource for priority topics; and
  - Create more relevant content for specific audiences.
- 1.7.3 Specific activities include, but are not limited to:
  - Organizing and updating content on each website (EDSP or FACA committee websites)
  - Updating content on the websites (*e.g.*, revising the content on existing webpages or creating new linkages to other webpages).
  - Posting materials (or adding linkages) on a website.
  - For EDSP website:
    - ✓ Developing materials to post on the web that are referenced by Federal Register notices (*e.g.*, workflow diagrams, order recipient diagrams/tables, etc.) or other relevant EDSP information materials.
    - ✓ Creating visual aids that can be used to facilitate understanding of the EDSP.
    - ✓ Adding specific document developed by EPA, e.g., EDSP Comprehensive Management Plan, Annual reports, and EDSP guidance documents.
  - For FACA meeting website, examples include:
    - ✓ Creating graphics that can be used to facilitate understanding of FIFRA SAP and TSCA Scientific Advisory Committee on Chemicals/Chemical Safety Advisory Committee, EDSP, *e.g.*, graphs, charts, and workflow diagrams.
    - ✓ Specific meeting content.

1.7.4 Content shall be posted to the EPA EDSP website (and/or related websites, *e.g.*, OCSPP Harmonized Test Guidelines website) and to the EPA OSCP Federal Advisory Committee websites following review and approval by the TOCOR.

# 1.8 TASK 6: DOCUMENT SUPPORT

The Contractor shall provide technical support for the preparation of OSCP documents including, but not limited to:

- Document formatting and citation management. The Contractor shall use document templates provided by the TOCOR. For cost estimate of document formatting and citation management (e.g., EPA HERO, EndNote) assume that there may be 6-8 documents per year. Each document may be 10 pages in length and contain 500 references.
- Preparation of text, graphs and figures used in presentations, journal articles, or other Agency documents
- Preparation of materials for draft and final versions of Federal Register (FR) notice(s), e.g., support for Information Collection Requests (ICRs) or EPA policy notices.
- Preparation of communication materials including, but not limited to, brochures, bookmarks, announcements, etc.
- Organization of public comments, e.g., public comments in response to EPA FR notices.
- Specific deliverables and due dates will be ordered by the TOCOR via technical directive.

In support of Internet-ready electronic files, the contractor shall ensure that all hypertext markup language (HTML) files and web-based applications comply with the standards, guidelines, and processes in the <u>EPA Web Guide</u>. All web-based applications under development must complete the Agency application review process. The selection of the platform for developing web-based applications shall be approved in advance of development. All HTML and web-based files and applications shall comply with the accessibility standards developed under Section 508 of the Americans with Disabilities Act (<a href="http://www.section508.gov">http://www.section508.gov</a>). Any products that will be housed on EPA site(s) shall be optimized for a variety of target browsers, user hardware, and shall be thoroughly testing for compatibility with multiple browsers and operating systems.

# 1.9 REPORTING REQUIREMENTS AND DELIVERABLES

The contractor shall provide the following deliverables listed in Table 1.

TABLE 1. DELIVERABLES AND SCHEDULE

Toolse							
Tasks		Deliverables	Due Dates				
Task 1	Task 🗸	k management Kick-off meeting within 2 weeks after the task order has been awarded. Monthly Progress Report (i.e. Technical/Progress Status Report and Financial Status					
	<ul><li>✓</li><li>✓</li><li>✓</li></ul>	Report) by the 15 <sup>th</sup> of each month (following Biweekly status meetings) Other meetings as required by the TOCOR Email a copy to the CO, Contract level CO Immediately inform the TOCOR when any or is expected to exceed the contractor esting the state of the contractor esting the	R, TOCOR, and Alt TOCOR hours or costs for any task has exceeded mate by >10%.				
	ľ	Immediately inform the TOCOR of any probudget, and/or delivery of deliverables.	bottems that may impact the production,				

Tasks	Deliverables	Due Dates		
	✓ The Contractor shall notify the TOCOR w hours or approved LH costs have been inc			
Task 2	EPA Requirements for Quality Assurance Project Plans (QA/R- 5) https://www.epa.gov/quality/epa-qar-5-epa- requirements-quality-assurance-project-plans  ✓ Draft QAPP ✓ Final QAPP	<ul> <li>✓ Email to Contract-level COR and respective TOCOR and Alt TOCOR</li> <li>✓ Draft QAPP: within 10 business days after Task Order Award</li> <li>✓ Final QAPP: within 7 business days after receiving comments from the EPA TOCOR.</li> </ul>		
Task 3	Records Management  ✓ Draft and final indices of records (in all media)  ✓ Draft and final box lists  ✓ Organized, packed, and labelled records boxes for transfer to FRC or NARA or for storage in OSCP assigned space.  ✓ Draft and final records destruction forms.	TBD by technical directive		
Task 4	Meeting Support	TBD by technical directive		
Task 5	Website Support  ✓ Draft materials for posting  ✓ Final materials  ✓ Post final materials	<ul> <li>✓ Draft: 2 weeks after tasking by EPA TOCOR</li> <li>✓ Final: 1 week after receiving EPA TOCOR comments</li> <li>✓ Post: &lt;72 hours following final approval by EPA TOCOR</li> </ul>		
Task 6	Document Support	TBD by technical directive		

# 1.10 ACCEPTABLE QUALITY LEVEL FOR TASKS

See Attachment 1: Quality Assurance Surveillance Plan

# 1.11 PERIOD OF PERFORMANCE

The period of performance of this task order is:

Base: 12 months from award date

Option 1: 12 months from option exercise

Option 2: 12 months from option exercise

Option 3: 12 months from option exercise

# 1.12 PLACE OF PERFORMANCE

Work may be performed off-site except for Task 3 as described above. Task 3 of this task order requires on-site Contractor support to be located at EPA's headquarters at the Federal Triangle Complex (which includes the Ronald Reagan Building and International Trade Center and William Jefferson Clinton Buildings) in Washington, DC. Space shall be in OSCP-defined records management space.

# 1.13 Personnel

The Contractor is responsible for providing personnel with the necessary level expertise to support the task activities and requirement in this PWS.

# 1.14 TASK ORDER TYPE: TIME & MATERIALS OR FIRM FIXED PRICE

# 1.15 GOVERNMENT FURNISHED EQUIPMENT (GFP)

In accordance with FAR 45.102, the contractor shall furnish all property required for performing Government contracts. If a contractor believes that Government property is required for performance of the contract, the contractor shall submit a written request to the CO. For cost purposes, assume that EPA shall provide an office phone with voicemail, and e-mail for approved personnel working in OSCP-space to complete work under Task 3 of this task order.

# 1.16 **Onboarding**

All Contractors who work within EPA-authorized space will be required to go through EPA's onboarding process. Contractors who are authorized to work by EPA's Personnel Security Branch will added to the contract. To avoid a delay in resource assignment for new or replaced staff, the Contractor should ensure personnel have the necessary background to receive a successful pass through EPA's fingerprinting and background check.

# 1.17 Travel

The Contractor may be required to travel in the course of the performance of this task order. The Contractor is required to follow the requirements of subpart 31.2 of the FAR regulations in incurring allowable travel costs under this task order, and correspondingly must at all times seek and obtain government rates whenever available and observe current subsistence ceilings.

For Task 3 (Records Management Support). Contractors are encouraged to use public transportation to perform work under Task 3 at the EPA HQ Federal Triangle Complex, Washington D.C.

For Task 4 (Meeting Support). The allowability of travel costs for contractor personnel and experts, consultants and other hired under subcontracts to provide services to EPA shall be determined under Part 31 of the Federal Acquisition Regulation (see detailed instructions in Section H.23, EPA-H-31-106 EPA-SPONSORED MEETINGS, WORKSHOPS, AND/OR CONFERENCES).

# 1.18 TRAINING

# EPA-H-31-105 APPROVAL OF TRAINING [see Section H.22 of the IDIQ contract]

(a) The contractor shall provide and maintain a qualified staff of personnel to meet the requirements of the Performance Work Statement. The contractor shall provide training to keep its personnel abreast of changes to the science and/or technology associated with the requirements of the contract. In addition, the contractor shall ensure that its personnel receive appropriate safety, health and environmental training in accordance with Federal, state and local requirements prior to assigning any task that require such training. The

contractor shall provide documentation of such training upon the request of the Contract-Level COR and/or Contracting Officer.

The Government will not directly reimburse the cost for contractor employees to meet or maintain minimal contract requirements or to obtain and sustain an appropriate level of professionalism. Any direct charges for training will only be considered for reimbursement under this contract by compliance with the procedures set forth in paragraph (b) (see Section H.22 of the IDIQ contract).

The Contractor shall ensure the designated staff complete FIFRA and TSCA CBI training. The Contractor and Contractor's employees shall follow the security procedures set forth in the FIFRA CBI and TSCA CBI Security Manuals. Prior to receipt of TSCA CBI or FIFRA CBI by the Contractor, the Contractor shall ensure that all employees who will be cleared for access to FIFRA CBI and/or TSCA CBI have been briefed on the handling, control, and security requirements set forth in the FIFRA and/or TSCA CBI Security Manuals.

# 2 INSPECTION AND ACCEPTANCE

# QUALITY ASSURANCE PROJECT PLAN (SEE TASK 2 ABOVE)

The Contractor shall submit a draft QAPP per EPA Requirements for Quality Assurance Project Plans (QA/R-5) (Table 2).

Table 2. Quality Assurance Project Plan

	Documentation	Specifications	Due
X	Quality Assurance Project Plan for the Task Order	EPA Requirements for Quality Assurance Project Plans (QA/R- 5) (dated 3//20/2011)  https://www.epa.gov/quality/e pa-qar-5-epa-requirements- quality-assurance-project-plans	<ul> <li>Draft QAPP: within 10 business days after Task Order Award</li> <li>Final QAPP: within 7 business days after receiving comments from the EPA TOCOR.</li> </ul>

# 3 TASK ORDER ADMINISTRATION DATA

# 3.1 CONTRACT ADMINISTRATION REPRESENTATIVES

- Contracting Officer: Jody Gosnell, OAS/HQAD
- Contract Specialist: Eric Ward, OAS/HQAD
- Contract Level Contracting Officer's Representative: Sharlene Matten, OSCP/EACPD
- Task Order Contracting Officer's Representative: Sharlene Matten, OSCP/EACPD

# 3.2 TASK ORDER CLAUSES

# **INVOICING**

Invoices shall be submitted in accordance with contract clause G.3 EPAAR 1552.232-70 SUBMISSION OF INVOICES. (JUN 1996) - ALTERNATE I (JUN 1996).

# 4.2 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this task order by written notice to the Contractor within 5 calendar days before the expiration of this task order; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended task order shall be considered to include this option clause.
- (c) The total duration of this task order, including the exercise of any options under this clause, shall not exceed 60 months.

# 3.3 EPA-J-52-101 LIST OF ATTACHMENTS

Attachment 1: QUALITY ASSURANCE SURVEILLANCE PLAN

# 3.4 INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

# EPA-L-36-101 RFTOP Proposal Instructions

The offeror's response shall not exceed 20 double sided pages each and shall include all charts, illustrations, etc. This limitation does not include resumes. Font size: must be 11 points or larger (smaller text in figures, graphs, diagrams and charts is acceptable as long as it is legible when the page is viewed at 100%).

# (a) TECHNICAL PROPOSAL INSTRUCTIONS:

- (1) The technical proposal shall be complete and demonstrate an understanding of the work to be provided and the contractor's ability to perform the work in accordance with PWS. The technical proposal shall address all of the technical evaluation criteria presented in this section.
- (2) Each section of the proposal shall be titled.
- (3) Subcontractors

Each offeror shall list in a table format the name and addresses of all subcontractors who will perform work or labor or render services to the offeror for compensation in an amount in excess of one percent of the offeror's total price. Each offeror shall show on the table the portion of the work to be done by each subcontractor. This table shall be included with the technical proposal. The table shall include: (a) the name and address of the subcontractor, (b) a short description of the work the subcontractor will be designated to perform or deliver, (c) the portion in percent of the work the subcontractor will be designated to perform or deliver.

# (4) Conflict of Interest

- Vendors shall provide a completed version of the certification at EPA-H-09-106 task order conflict of interest certification as part of its Technical Proposal. The complete certification will not count against the page limitations for the Technical Proposal.
- Consistent with the terms of the prime contract, vendors shall disclose any actual or
  potential conflict of interest to the Contracting Officer within 7 days after receipt of the
  Request for Task Order Proposal. The disclosure shall include a description of actions

which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest.

# (b) TECHNICAL EVALUATION CRITERIA

Technical Evaluation Factors listed below are of equal importance.

<u>Factor 1 – Technical Approach:</u> The Contractor shall propose their Technical Approach for accomplishing the objectives, requirements, and tasks and subtasks of the task order.

<u>Factor 2 – Staffing Approach:</u> The Contractor shall describe their staffing approach in the form of a Staffing Plan. The Plan shall describe the role <u>and</u> level of involvement of each proposed team member in implementing the required tasks.

# (c) COST PROPOSAL

# **Instructions:**

The purpose of these cost instructions is to assist offerors in submitting information required to evaluate the reasonableness of proposed costs. All dollar amounts provided shall be rounded to the nearest dollar. The labor rates used for this task order shall not exceed the labor rates included in the base IDIQ contract. However, EPA will accept discounted rates.

Travel costs shall not exceed \$2,500 (BASE plus all Option Years). Contractors are encouraged to use public transportation.

# **ATTACHMENT 1**

# QUALITY ASSURANCE SURVEILLANCE PLAN

# QUALITY ASSURANCE SURVEILLANCE PLAN

PERFORMANCE REQUIREMENT	PERFORMANCE MEASURE (PM)	PERFORMANCE STANDARD	SURVEILLANCE METHOD	INCENTIVES & DISINCENTIVES
MANAGEMENT AND COMMUNICATION: The contractor shall maintain contact with the EPA CO, COR, and TOCOR throughout the performance of the contract.	Contractor shall immediately bring potential problems to the appropriate EPA personnel and shall recommend actions that would mitigate or resolve the problem.	Issues that impact project schedules and costs shall be brought to the attention of the EPA within 3-days of occurrence.	All active task orders will be reviewed by the EPA to identify unreported issues.	Performance will be considered in the award of subsequent task orders and will be factored into the annual evaluation of Business Relations in the Contractor Performance Assessment Reporting System (CPARS).
TIMELINESS: For every Task Order awarded establishing a firm, specific delivery date for the generation of a report, the contractor shall deliver such report to the COR, TOCOR and CO no later than the time specified in the order's PWS.	Deliverables and related work must comply with contractual timeliness requirements. The contractor will be evaluated on its responsiveness to all task orders.	95% of all deliverables and related work shall be completed on time within task schedule and/or tech. direction requirements.	100% inspection of all deliverables and related work by the TOCOR; TOCOR will document the timeliness of all work requirements.	Performance will be considered in the award of subsequent task orders and will be factored into the annual evaluation of Timeliness in the Contractor Performance Assessment Reporting System (CPARS).
TECHNICAL QUALITY: For every task order awarded, the analyses conducted by the contractor shall be factual, defensible, credible, and based on sound scientific methods. All data shall be collected from reputable sources and quality assurance measures shall be conducted in accordance with the agency requirements outlined in the task orders.	All deliverables and related work must be complete, accurate, thorough, and professionally credible.	Data are 100% accurate; review demonstrates a high level of expertise and credibility with regard to personnel and use of scientific methodology. Task Orders shall be conducted in strict conformance with approved QA plans. Outputs shall withstand internal review by the US EPA and outside scientific reviewers.	EPA Staff will conduct secondary reviews of work completed by the contractor. Feedback will be provided.	Performance will be considered in the award of subsequent task orders and will be factored into the annual evaluation in the category of Quality of Product or Service in the Contractor Performance Assessment Reporting System (CPARS).

# **TASK ORDER CLAUSES**

#### **Period of Performance**

The period of performance of this task order is 8/15/19 - 8/14/20

## **Submission of Invoices**

Invoices shall be submitted in accordance with EPAAR 1552.232-70 SUBMISSION OF INVOICES. (JUN 1996) - ALTERNATE I (JUN 1996). See address below.

**RTP Finance Center** 

US Environmental Protection Agency

RTP-Finance Center (AA216-01)

109 TW Alexander Drive

www2.epa.gov/financial/contracts

Durham NC 27711

# E.2 Period of Performance

Base: 12 months from award date

Option 1: 12 months from option exercise

Option 2: 12 months from option exercise

Option 3: 12 months from option exercise

# F. TASK ORDER TYPE

Tasks 1-6: Time and materials

# G. INSPECTION AND ACCEPTANCE

# **G.1 Quality Assurance Project Plan**

The contractor shall submit the following quality system documentation to the CO at the

time frames identified below:

Documentation Specifications Due

**Quality Assurance** 

Project Plan for the Task

Order

EPA Requirements for

**Quality Assurance Project** 

Plans (QA/R-5) [dated03/20/11]

Task Order

proposal

due date

This documentation can be found on the following EPA website –

https://www.epa.gov/quality/epa-qar-5-epa-requirements-quality-assurance-project-plans

This documentation will be prepared in accordance with the specifications identified

above or equivalent specifications defined by EPA.

The Government will review and return the quality documentation, with comments, and

indicating approval or disapproval. If necessary, the contractor shall revise the

documentation to address all comments and shall submit the revised documentation to the

government for approval.

The contractor shall not commence work involving environmental data generation or use

until the Government has approved the quality documentation.

### H. TASK ORDER ADMINISTRATION DATA

# **H.1 Contract Administration Representatives**

Contracting Officer: Jody Gosnell, Gosnell.jody@epa.gov

Contracting Officer's Representative: Sharlene Matten, <u>matten.sharlene@epa.gov</u>

#### I. INVOICING

Invoices shall be submitted in accordance with contract clause G.3 EPAAR 1552.232-70 SUBMISSION OF INVOICES. (JUN 1996) - ALTERNATE I (JUN 1996).

#### J. TASK ORDER CLAUSES

# J.3 FAR 52.217-9 Option to Extend the Term of the Contract (Mar 2000)

- (a) The Government may extend the term of this contract by written notice to the contractor within 5 calendar days before the expiration of this contract; provided that the Government gives the contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 Months.

# LOCAL CLAUSE - EPA-B-32-103A - LIMITATION OF GOVERNMENT'S OBLIGATION

(a) Severable services may be incrementally funded. Non-severable services shall not be incrementally funded.
Contract
line items1_ through4 are severable and may be incrementally funded. For these items, the sum of
\$350,000.00 of the total price is presently available for payment and allotted to this contract.

- (b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted for those items to the contract. The Contractor shall not continue work on those items beyond that point. Subject to the clause entitled, "Termination for Convenience of the Government," the Government will not be obligated, under any circumstances, to reimburse the Contractor in excess of the amount payable by the Government in the event of the termination of applicable contract line items for convenience including costs, profit, and estimated termination costs for those line items.
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (h) of this clause, the Contractor will notify the Contracting Officer, in writing, at least 5 days prior to the date when, in the Contractor's best

judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85% of the total amount currently allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of the applicable line items up to the next scheduled date for the allotment of funds identified in paragraph (a) of this clause, or to a substitute date as determined by the Government pursuant to paragraph (d) of this clause. If, after such notification, additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause entitled "Termination for Convenience of the Government."

(d) The parties contemplate that, subject to the availability of appropriations, the Government may allot additional funds for continued performance of the contract line items identified in paragraph (a) of this clause and will determine the estimated period of contract performance which will be covered by the funds. If additional funds are allotted, the Contracting Officer will notify the Contractor in writing. The Contractor shall not resume performance of the contract line items identified in paragraph (a) until the written notice is received. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and to the new estimated period of contract

performance. The contract will be modified accordingly.

- (e) The Government may, at any time prior to termination, allot additional funds for the performance of the contract lineitems identified in paragraph (a) of this clause.
- (f) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default". The provisions of this clause are limited to the work and allotment of funds for the contract line items set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded.
- (g) Nothing in this clause affects the right of the Government to otherwise terminate this contract pursuant to the contract clause entitled "Termination for Convenience of the Government".
- (h) The parties contemplate that the Government may obligate funds to this contract in accordance with the following schedule:

#### **RECAPITULATION:**

	PRIOR	THIS	NEW
	AMOUNT	MOD	AMOUNT
BASE PERIOD			
Total Maximum Amount:	\$0.00	\$0.00	\$215,085.00
Funded Amount:	\$0.00	\$0.00	\$125,000.00
(End of clause)			

# Local Clauses EPA-H-42-102 UTILIZATION OF FEDCONNECT FOR CONTRACT

#### **ADMINISTRATION**

EPA will utilize the FedConnect® web portal in administering this contract. The contractor must be registered in FedConnect® and have access to the FedConnect website located at https://www.fedconnect.net/Fedconnect/. For assistance in registering or for other FedConnect® technical questions please call the FedConnect® Help Desk at (800) 899-6665 or email at support@fedconnect.net.

# FAR 52.216-18 ORDERING. (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **08/15/2019** through **08/14/2023**.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

# **FAR 52.216-19 ORDER LIMITATIONS. (OCT 1995)**

- (a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than \$10,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor-
- (1) Any order for a single item in excess of \$4.5 Million;
- (2) Any order for a combination of items in excess of \$4.5 Million; or
- (3) A series of orders from the same ordering office within 7 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) above.
- (c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office

within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

# FAR 52.217-8 OPTION TO EXTEND SERVICES. (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days before the contract expires.

#### FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years and 6 months.

# FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. The full text of a clause may be accessed electronically at this/these address(es): FAR: <a href="http://farsite.hill.af.mil/vmfara.htm">http://farsite.hill.af.mil/vmfara.htm</a>; EPAAR: <a href="http://farsite.hill.af.mil/vmepaara.htm">http://farsite.hill.af.mil/vmepaara.htm</a>

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11. THIS TEM ONLY APPLIES TO AMENOMENTS OF SOLICITATIONS  □The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  □The above numbered solicitation is amended as set forth in Item 14. The hour and date specified in the solicitation or as amended. by one of the following methods: (a) By completing  Items a and 15, and returning  □The above numbered solicitation is amended and an expectate in the solicitation or as amended. by one of the following methods: (a) By completing  Items a and 15, and returning  □The above numbered solicitation is a second to the control of the second interest of the amendment of the second interest of the second in	CODE 007001500	EACILITY CODE		, ,	
□ The above numbered solicitation is amended as set forth in Nem 14. The hour and date specified for receipt of Offers  □ Set extended. □ Is not extended. □ Set extended. □ Is not extended. □ Set extended.					
Offers must acknowledge recept of this amendment prior to the hour and date specified in the solicitation or as amended. by one of the following methods (a) By completing thems a and 15, and returning copies of the amendment on (b) by acknowledge meeting this amendment on each copy of the offer submitted: (c) (b) y speniate letter or electronic communication which includes a reference to the solicitation and amendment musters. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIVED OF FIFER PROIRT OT THE HOURAND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If thy virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided associated.  12. ACCOUNTING AND APPROPRIATION DATA (if required)  12. ACCOUNTING AND APPROPRIATION DATA (if required)  13. THIS TEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.  CHECK OME  13. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority). THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT  ORDER NO. IN ITEM 10A.  CHECK OME  15. THE ADOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office.  B. PHARADOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office.)  C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR43 (30(b)).  C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR43 (30(b)).  D. OTHER (Specify type of modification and authority)  X. Local Clause EPA—B—32—101 Limitation of Funds Notice  EIMPORTANT: Contractor  15. In Exemple of this modification is required to sign this document and return copies to the issuing office.  14. DESCRIPTION OF AMENDMENTACOPIC/CATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  DUNS Number: 00.79901598  The purpose of this modif	The above numbered collectors is accorded.				onded. Die net extended
Net Increase: \$90,085.00  13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.  CHECK ONE  A THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).  C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF  D. OTHER (Specify type of modification and authority)  X. Local Clause EPA-B-32-101 Limitation of Funds Notice  E. IMPORTANT: Contractor (E)s not (	separate letter or electronic communication which inc RECEIVED AT THE PLACE DESIGNATED FOR THE OFFER. If by virtue of this amendment you desire to	cludes a reference to the soli E RECEIPT OF OFFERS PF change an offer already sub	icitation and amendments and THE HOUR of the control of the contro	ent numbers. FAILURE OF YOUR ACKNOW AND DATE SPECIFIED MAY RESULT IN REJ may be made by letter or electronic communi	/LEDGEMENT TO BE JECTION OF YOUR ication, provided
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.  CHECK ONE  A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 104.  B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriate of data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).  C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF.  D. OTHER (Specify type of modification and authority)  X. Local Clause EPA—B—32—101 Limitation of Funds Notice  E. IMPORTANT: Contractor  Elis not   is required to sign this document and return   copies to the issuing office.  14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  DUNS Number: 007901598  The purpose of this modification is to: 1.) correct CLIN 0001 (Base Period) to reflect the correct line item total amount of \$215,085 as a result of Modification P00001; and 2.)  Incrementally Fund the Base Period in the amount of \$99,085.  TOCOR: Smatten Max Expire Date: 09/27/2023 InvoiceApprover: Sharlene Matten  LIST OF CHANGES:  Reason for Modification: Funding Only Action  Total Amount for this Modification: \$90,085.00  New Total Amount for this Version: \$215,085.00  Continued  Except as provided herein, all terms and conditions of the document referenced in Item 9 Aor 10A, as heretofore changed, remains unchanged and in full force and effect.  16A NAME AND TITLE OF SIGNER (Type or print)  Erin M. Ridder  16B. CONTRACTOR/OFFEROR  16C. DATE SIGNED  03/17/2020	12. ACCOUNTING AND APPROPRIATION DATA (If red				•
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15B. CONTRACTOR/OFFEROR  15C. DATE SIGNED  16B. UNITED STATES OF AMERICA  Circ W Ddd:  16C. DATE SIGNED  03/17/2020		he document referenced in I			
Cis III Pidde SIGNATURE 03/17/2020			Eri	n M. Ridder	
	15B. CONTRACTOR/OFFEROR	15C. DAT			ELECTRONIC
	(Signature of person authorized to sign)				03/17/2020

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED 68HE0H18D0009/68HERH19F0326/P00003

PAGE 2 OF 3

NAME OF OFFEROR OR CONTRACTOR
BATTELLE MEMORIAL INSTITUTE

EM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
(A)		(0)	(D)	(E)	( f )
	New Total Amount for this Award: \$215,085.00 Obligated Amount for this Modification: \$90,085.00				
	New Total Obligated Amount for this Award:				
	\$215,085.00				
	Buyer changed				
	from Eric Ward				
	to Erin M. Ridder				
	Contracting Officer changed				
	from Jody Gosnell				
	to Erin M. Ridder				
	New Issuing Address:				
	CAD	İ			
	US Environmental Protection Agency				
	26 West Martin Luther King Drive				
	Mail Code: W136				
	Cincinnati OH 45268-0001				
	New Administration Address:				
	CAD				
	US Environmental Protection Agency				
	26 West Martin Luther King Drive				
	Mail Code: W136				
	Cincinnati OH 45268-0001				
	CHANCEC FOR TIME THEM NUMBER. 1				
	CHANGES FOR LINE ITEM NUMBER: 1 Total Amount changed				
	from \$125,000.00 to \$215,085.00				
	Obligated Amount for this Modification: \$90,085.00				
	CHANGES FOR DELIVERY LOCATION: HPOD				
	Amount changed from \$125,000.00 to \$215,085.00				
	NEW ACCOUNTING CODE ADDED.				
	NEW ACCOUNTING CODE ADDED: Account code:				
	19-20-B-C2A00EA-000C54-2505-20C2CPE005-001				
	Beginning FiscalYear 19				
	Ending Fiscal Year 20				
	Fund (Appropriation) B				
	Budget Organization C2A00EA				
	Program (PRC) 000C54				
	Budget (BOC) 2505				
	Job # (Site/Project)				
	Cost Organization				
	DCN-LineID 20C2CPE005-001				
	Continued				

 CONTINUATION SHEET
 REFERENCE NO. OF DOCUMENT BEING CONTINUED
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 OF

 68HE0H18D0009/68HERH19F0326/P00003
 3
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NAME OF OFFEROR OR CONTRACTOR

BATTELLE MEMORIAL INSTITUTE

	SUPPLIES/SERVICES	QUANTITY		1	, <del>-</del> .
(A)	(B)	(C)	(D)	(E)	(F)
	Amount: \$90,085.00				
	Payment Address:				
	RTP Finance Center				
ŀ	US Environmental Protection Agency				
	RTP-Finance Center (AA216-01)				
	109 TW Alexander Drive				
	<pre>www2.epa.gov/financial/contracts Durham NC 27711</pre>				
	Durnam NC 27/11				
	Payment:				
	RTP Finance Center				
İ	US Environmental Protection Agency	İ			
	RTP-Finance Center (AA216-01)	İ			
	109 TW Alexander Drive	İ			
	www2.epa.gov/financial/contracts				
	Durham NC 27711				
	Period of Performance: 08/15/2019 to 08/14/2023				
	All other terms and conditions remain unchanged.				
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# TASK ORDER CLAUSES

# **Period of Performance**

The period of performance of this task order is 8/15/19 - 8/14/20

#### **Submission of Invoices**

Invoices shall be submitted in accordance with EPAAR 1552.232-70 SUBMISSION OF INVOICES. (JUN 1996) - ALTERNATE I (JUN 1996). See address below.

RTP Finance Center US Environmental Protection Agency RTP-Finance Center (AA216-01) 109 TW Alexander Drive www2.epa.gov/financial/contracts Durham NC 27711

# E.2 Period of Performance

Base: 12 months from award date

Option 1: 12 months from option exercise Option 2: 12 months from option exercise Option 3: 12 months from option exercise Option 4: 12 months from option exercise

#### F. TASK ORDER TYPE

Tasks 1-6: Time and materials

# G. INSPECTION AND ACCEPTANCE

# **G.1 Quality Assurance Project Plan**

The contractor shall submit the following quality system documentation to the CO at the time frames identified below:

Documentation Specifications Due

Quality Assurance Project Plan for the Task Order

> EPA Requirements for Quality Assurance Project Plans (QA/R-5) [dated03/20/11]

> > Task Order proposal due date

This documentation can be found on the following EPA website – https://www.epa.gov/quality/epa-qar-5-epa-requirements-quality-assurance-project-plans This documentation will be prepared in accordance with the specifications identified

above or equivalent specifications defined by EPA.

The Government will review and return the quality documentation, with comments, and indicating approval or disapproval. If necessary, the contractor shall revise the documentation to address all comments and shall submit the revised documentation to the government for approval.

The contractor shall not commence work involving environmental data generation or use until the Government has approved the quality documentation.

#### H. TASK ORDER ADMINISTRATION DATA

# **H.1 Contract Administration Representatives**

Contracting Officer: Jody Gosnell, Gosnell.jody@epa.gov

Contracting Officer's Representative: Sharlene Matten, matten.sharlene@epa.gov

# I. INVOICING

Invoices shall be submitted in accordance with contract clause G.3 EPAAR 1552.232-70 SUBMISSION OF INVOICES. (JUN 1996) - ALTERNATE I (JUN 1996).

#### J. TASK ORDER CLAUSES

# J.3 FAR 52.217-9 Option to Extend the Term of the Contract (Mar 2000)

- (a) The Government may extend the term of this contract by written notice to the contractor within 5 calendar days before the expiration of this contract; provided that the Government gives the contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 Months.

# LOCAL CLAUSE - EPA-B-32-103A - LIMITATION OF GOVERNMENT'S OBLIGATION

- (a) Severable services may be incrementally funded. Non-severable services shall not be incrementally funded. Contract
- line items \_\_\_1\_ through \_\_4\_\_ are severable and may be incrementally funded. For these items, the sum of
- \$350,000.00 of the total price is presently available for payment and allotted to this contract.
- (b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted for those items to the contract. The Contractor shall not continue work on those items beyond that point. Subject to the clause entitled, "Termination for Convenience of the Government," the Government will not be obligated, under any circumstances, to reimburse the Contractor in excess of the amount payable by the Government in the event of the termination of applicable contract line items for convenience including costs, profit, and estimated termination costs for those line items.
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (h) of this clause, the Contractor will notify the Contracting Officer, in writing, at least 5 days prior to the date when, in the

Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85% of the total amount currently allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of the applicable line items up to the next scheduled date for the allotment of funds identified in paragraph (a) of this clause, or to a substitute date as determined by the Government pursuant to paragraph (d) of this clause. If, after such notification, additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause entitled "Termination for Convenience of the Government."

- (d) The parties contemplate that, subject to the availability of appropriations, the Government may allot additional funds for continued performance of the contract line items identified in paragraph (a) of this clause and will determine the estimated period of contract performance which will be covered by the funds. If additional funds are allotted, the Contracting Officer will notify the Contractor in writing. The Contractor shall not resume performance of the contract line items identified in paragraph (a) until the written notice is received. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and to the new estimated period of contract performance. The contract will be modified accordingly.
- (e) The Government may, at any time prior to termination, allot additional funds for the performance of the contract lineitems identified in paragraph (a) of this clause.
- (f) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default". The provisions of this clause are limited to the work and allotment of funds for the contract line items set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded.
- (g) Nothing in this clause affects the right of the Government to otherwise terminate this contract pursuant to the contract clause entitled "Termination for Convenience of the Government".
- (h) The parties contemplate that the Government may obligate funds to this contract in accordance with the following schedule:

# **RECAPITULATION:**

	PRIOR	THIS	NEW
	AMOUNT	MOD	AMOUNT
BASE PERIOD			
Total Maximum Amount:	\$0.00	\$0.00	\$214,536.00
Funded Amount:	\$0.00	\$0.00	\$125,000.00
(End of clause)			

# **Local Clauses EPA-H-42-102 UTILIZATION OF FEDCONNECT FOR CONTRACT ADMINISTRATION**

EPA will utilize the FedConnect® web portal in administering this contract. The contractor must be registered in FedConnect® and have access to the FedConnect website located at https://www.fedconnect.net/Fedconnect/. For assistance in registering or for other FedConnect® technical questions please call the FedConnect® Help Desk at (800) 899-6665 or email at support@fedconnect.net.

#### FAR 52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery

orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 08/15/2019 through 08/14/2023.

- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

### FAR 52.216-19 ORDER LIMITATIONS. (OCT 1995)

- (a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than \$10,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor-
- (1) Any order for a single item in excess of \$4.5 Million;
- (2) Any order for a combination of items in excess of \$4.5 Million; or
- (3) A series of orders from the same ordering office within 7 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) above.
- (c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

### FAR 52.217-8 OPTION TO EXTEND SERVICES. (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days before the contract expires.

### FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years and 6 months.

### FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. The full text of a clause may be accessed electronically at this/these address(es): FAR: http://farsite.hill.af.mil/vmfara.htm; EPAAR: http://farsite.hill.af.mil/vmepaara.htm

AMENDME	NT OF SOLICITATION/MODIFICA	ATION OF CONTRACT		CONTRACT ID CODE	PAGE	OF PAGES
2. AMENDMEI	NT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQ	UISITION/PURCHASE REQ. NO.	5. PROJECT	NO. (If applicable)
P00004		See Block 16C	PR-O	CSPP-20-00241		
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26 West Mail Co	ronmental Protection Martin Luther King D de: W136 ati OH 45268-0001					
8. NAME AND	ADDRESS OF CONTRACTOR (No., street,	county. State and ZIP Code)	, ,   9A	AMENDMENT OF SOLICITATION NO.		
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	C. THIS SUPPLEMENTAL AGREEMENT					
Х	52.243-3 Changes-Time	e-and-Materials or	Labor-	-Hours		
	D. OTHER (Specify type of modification	and authority)				
E. IMPORTAN	T: Contractor ☐ is not	x is required to sign this docume	nt and return	copies to the issuin	g office.	
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	vided herein, all terms and conditions of th ND TITLE OF SIGNER (Type or print)	e document referenced in Item 9 A	16A. N	retofore changed, remains unchanged and in a NAME AND TITLE OF CONTRACTING OFFICE N. Ridder		
15B. CONTRA	ACTOR/OFFEROR	15C. DATE SIGNE	ED 16B. U	UNITED STATES OF AMERICA	LECTRONIC SIGNATURE	16C. DATE SIGNED
	(Signature of person authorized to sign)		_	(Signature of Contracting Officer)		04/21/2020

 CONTINUATION SHEET
 REFERENCE NO. OF DOCUMENT BEING CONTINUED 68HE0H18D0009/68HERH19F0326/P00004
 PAGE 2

NAME OF OFFEROR OR CONTRACTOR

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$\dashv$	New Total Amount for this Award: \$411,825.00	†			
	Obligated Amount for this Modification:	1			
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	CHANGES FOR LINE ITEM NUMBER: 1				
	Total Amount changed				
	from \$215,085.00 to \$411,825.00				
	Obligated Amount for this Modification:				
	\$196,740.00				
	CHANGES FOR DELIVERY LOCATION: HPOD				
	Amount changed from \$215,085.00 to \$411,825.00				
	Amount changed from \$213,003.00 to \$411,023.00				
	NEW ACCOUNTING CODE ADDED:	1			
	Account code:				
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	20-21-B-C2A00EA-000C54-2505-20C2CPE009-001				
	Beginning FiscalYear 20	1			
	Ending Fiscal Year 21	1			
	Fund (Appropriation) B				
	Budget Organization C2A00EA				
	Program (PRC) 000C54				
	Budget (BOC) 2505				
	Job # (Site/Project)				
	Cost Organization				
	DCN-LineID 20C2CPE009-001				
	Amount: \$196,740.00				
	Payment:				
	RTP Finance Center				
	US Environmental Protection Agency				
	RTP-Finance Center (AA216-01)				
	109 TW Alexander Drive	1			
	www2.epa.gov/financial/contracts	1			
	Durham NC 27711				
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# Environmental Protection Agency

EPA Office of Science and Coordination Policy: Records, Website, Meeting, and Document Support (Task Order 1, BASE)

# **Request for Task Order Proposal (RFTOP)**

Revision 2 - Proposed changes to cost estimates for Tasks 1, 4, and 6. CO-VID 19 - cost increases for Tasks 1 and 4 that were not anticipated. Task 6 cost increases due to increased volume of work that was not anticipated at the time of the award. Date: 4/13/2020

# EPA Office of Science and Coordination Policy: Records, Website, Meeting, and Document Support (Task Order 1)

### 1 PERFORMANCE WORK STATEMENT (PWS)

### 1.1 Purpose

The purpose of this task order (TO), *EPA Office of Science and Coordination Policy: Records Management, Communication, Meeting, and Document Support*, is to obtain administrative and programmatic support for the Office of Science Coordination and Policy (OSCP), Office of Chemical Safety & Pollution Prevention (OCSPP) in four (4) general areas:

- Records Management Support
- Meeting Support
- OSCP Websites Support
- Document Support

### 1.2 BACKGROUND

The Office of Science and Coordination Policy (OSCP) manages EPA's Endocrine Disruptor Screening Program (EDSP) and two federal advisory committees, FIFRA Scientific Advisory Panel and the TSCA Scientific Advisory Committee on Chemicals.

The Endocrine Disruptor Screening Program (EDSP) was established in 1998 under authorities contained in the 1996 Food Quality Protection Act (FQPA) and the 1996 Safe Drinking Water Act (SDWA) amendments. As mandated by these statutes, the EDSP develops a screening program to determine whether certain substances may have endocrine activity in humans and wildlife. The US EPA has developed a two-tiered approach for screening chemicals and pesticides. The Tier 1 battery is used to identify substances that have potential to interact with the estrogen, androgen or thyroid hormone pathways. The Tier 2 tests identify and establish dose response information for adverse effects for substances identified in the Tier 1 screening. Beginning in 2015, the EDSP is incorporating ToxCast high throughput screening data and computational models in the prioritization and screening of a chemical's potential to interact with the endocrine system in humans and wildlife for a portion of the Tier 1 battery. This approach will allow nearly 20 times the current number of screenings to be performed while nearly eliminating animal testing, allowing the program to meet its goals with a relatively level budget.

The EPA's EDSP is continuing the development and validation of alternative testing methodologies (i.e., high throughput assays and computational tools) to prioritize and screen chemicals based on potential endocrine bioactivity and exposure--in particular, the estrogen, androgen, or thyroid hormone pathways in humans and wildlife. This increased use of alternative testing methodologies will improve the output of screening results, allowing for greater coverage of the endocrine system.

### 1.3 TASK 1: TASK ORDER MANAGEMENT AND REPORTING REQUIREMENTS

- 1.3.1 The Contractor shall schedule a kick-off meeting/conference call with the TOCOR within 10 business days following the TO award. The TOCOR, Alternate (Alt) TOCOR, contract-level COR, and the EPA Contracting Officer (CO) must be invited to the kick-off meeting. Additional participants may be included.
- 1.3.2 The Contractor shall manage all aspects of the task order including, but not limited to, the technical, quality assurance, schedule, cost, and communication requirements.
- 1.3.3 The Contractor shall only work on tasks in the Performance Work Statement as directed by the TOCOR. The TOCOR shall identify specific due dates for deliverable for Tasks 3-6 via technical direction.

  Technical direction will be provided in writing by the Contracting Officer or the TOCOR as delegated by the Contracting Officer.
- 1.3.4 The Contractor shall schedule at least biweekly meetings (teleconference, in-person, Skype, Adobe Connect, or other media) with the TOCOR to discuss the status of the work including reporting any issues with respect to schedule slip or cost overruns. The TOCOR will identify, as needed, other individuals who should participate in these calls. Additional teleconference calls may be scheduled by the TOCOR as needed. Note: Telephone or in-person reports are not replacements for required written communications.
- 1.3.5 In addition to biweekly meeting, the Contractor shall update the TOCOR via telephone (and follow-up via e-mail) and, in writing, via e-mail, of any issues on an ongoing basis.
- 1.3.6 The Contractor shall inform the TOCOR when any hours or costs for any task has exceeded or is expected to exceed the contractor estimate by >10%.
- 1.3.7 The Contractor shall inform the TOCOR of any problems that may impact the production, budget, and/or delivery of deliverables.
- 1.3.8 The Contractor shall notify the TOCOR when 75% of the Government approved hours or approved LH costs have been incurred (including unbilled hours and costs).
- 1.3.9 The Contractor shall provide a monthly progress report of the combined monthly technical and financial progress report) stating the progress made, including the percentage of the project completed, a description of the work accomplished to support the cost, the estimated percentage of task completed (including deliverables) during the reporting period. The Executive Summary shall summarize the planned and actual work for the month, financial status, work planned for the next month, and significant issues, risks, or concerns. The monthly report shall also provide cost and technical progress data for each of the six (6) defined tasks (by labor category for each task) and projected costs for the upcoming reporting period.
  - For the technical progress report also include the following specific information:
    - Narrative detail review of accomplishments during the reporting period and/or significant events, as well as an assessment of work being completed on schedule and budget.
    - Status of all ongoing activities in accordance with the technical proposal and technical directives.
    - List of deliverables with delivery dates (planned versus actual).
    - Anticipated activities and deliverables for the next reporting period.
    - Specific discussions shall include difficulties encountered and remedial action taken during the reporting period, and anticipated activity with a schedule of deliverables for the subsequent reporting period.

- List of current contractors / staffing roster and any changes that may impact deliverables in advance of the reporting period (e.g., change in personnel and vacations).
- Monthly Contractor performance information (performance metrics)
- For the financial report, include the following information:
  - Identification of cost issues or concerns
  - For the current period, display the amount claimed.
  - For the cumulative period display the total amount claimed; amount paid; amount suspended or disallowed; and remaining amount.
  - Labor hours.
    - (i) A list of employees, their labor categories, and the number of hours worked for the reporting period.
    - (ii) For the current reporting period display the expended direct labor hours (by EPA contract labor category), and the total loaded direct labor hours.
    - (iii) For the cumulative reporting period and the cumulative contract period display: The negotiated and expended direct labor hours (by EPA labor hour category) and the loaded direct labor rate.
    - (iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.
    - (v) Display the estimates of remaining direct labor hours and costs required to complete the task order
  - Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the task order.
  - Average total cost labor hour. For the current contract period, compare the actual total cost per hour to date with the average total cost per hour of the approved technical proposal for the task order.
  - The monthly report does not change the notification requirements of the "Limitation of Cost" or "Limitation of Funds" clauses requiring separate written notice to the Contracting Officer.
- 1.3.10 The Contractor shall maintain a cumulative record of all communications between the contractor and EPA (all media including e-mail and telephone calls) and provide it to the TOCOR within one month after the TO has ended.
- 1.3.11 The contractor shall provide all deliverables in an electronic format specified by the EPA TOCOR (e.g., Word, Excel, Access, HTML) via electronic mail. The Contractor shall format any deliverables intended for posting on an EPA public website to comply with Section 508.
- 1.3.12 Unless otherwise specified by the TOCOR, the Contractor shall provide a secure method for internet transfer of large files.

- 1.3.13 All deliverables for this task order are the property of EPA.
- 1.3.14 Contractor personnel shall identify themselves as contractor employees and shall not present themselves as EPA employees. Furthermore, they shall not represent view of the U.S. Government, EPA, or its employees. In addition, the contractor shall not engage in inherently governmental activities, including, but not limited to actual determination of EPA policy and preparation of documents on EPA letterhead other than routine correspondences.
- 1.3.15 <u>For planning purposes, FIFRA and TSCA CBI training are required.</u> This task order may involve FIFRA/TSCA Confidential Business Information (CBI). (See Training, Section 1.18).

### 1.4 TASK 2. QUALITY ASSURANCE AND QUALITY ASSURANCE PROJECT PLAN (QAPP)

The Contractor shall implement a quality system that meets ANSI standard E4-2014.

For planning purposes, assume that a Quality Assurance Project Plan (QAPP) will be required for Task 6 (Document Support). The contractor shall create a Quality Assurance Project Plan (QAPP) that documents the planning, implementation, and assessment procedures for quality assurance and quality control activities. The QAPP integrates all the technical and quality aspects of the project to provide a blueprint for obtaining the type and quality of environmental data and information needed for a specific decision or use. The QAPP shall be prepared in accordance with the specifications identified by EPA (found at <a href="https://www.epa.gov/quality/epa-qar-5-epa-requirements-quality-assurance-project-plans">https://www.epa.gov/quality/epa-qar-5-epa-requirements-quality-assurance-project-plans</a>).

- ✓ Within 10 business days after Task Order Award, the contractor shall prepare and submit for EPA review a draft Quality Assurance Project Plan (QAPP) for Task 6.
- ✓ EPA will review the contractor's draft QAPP and provide the Contractor with written approval or written comments. If necessary, the contractor shall revise the QAPP to address all comments and shall submit the revised QAPP to the government for approval within 7 business days of receipt of the written comments on the draft QAPP, unless otherwise instructed by the EPA TO COR.
- ✓ Under no circumstances shall work that involves the generation, collection, evaluation, analysis, or use of environmental data be performed by the contractor until the contractor receives written notification from the EPA TO COR that EPA has approved the contractor's QAPP.

### 1.5 TASK 3: RECORDS MANAGEMENT SUPPORT

The Contractor shall provide EPA with technical assistance on the following activities related to records management.

- 1.5.1 The Contractor shall assist EPA in managing records, in all media, according to the disposition instructions in EPA record management schedules, including but not limited to:
  - EPA Record Schedule 1035 Environmental Records
  - EPA Record Schedule 1004 Acquisitions and Contracts
  - EPA Records Schedule 1024 Federal Advisory Committee Records
  - EPA Records Schedule 1023 Regulatory Development and Implementation, and Dockets
- 1.5.2 The Contractor shall provide support for:
  - Organizing and indexing records (all media, e.g., paper, CDs, electronic, etc.)
  - Digitization of paper records using a National Archives and Records Administration (NARA) approved format by the TOCOR.
  - Conversion of e-files to NARA-approved e-formats as directed by the TOCOR.

- Packing and labeling boxes containing records for transfer to a Federal Records Center (FRC) or as a direct offer to NARA.
- Preparing individual box lists
- Preparing destruction indices of records that will be destroyed (TOCOR will provide the EPA Destruction Form template and will approve all destruction forms)
- Destroy records as directed by the TOCOR (following approval of the Destruction form)
- 1.5.3 The Contractor shall provide the TOCOR with e-documents of the following deliverables:
  - Draft and final indices of records (in all media e.g., paper, e-files, CDs)
  - Draft and final box lists
  - Organized, packed, and labelled records boxes for storage in OSCP-managed space or transfer to FRC or NARA.
  - Draft and final records destruction forms.
  - Specific due dates for deliverables will be specified by the TOCOR on going basis via technical directive.
- 1.5.4 For planning purposes, the contractor shall conduct work with paper records at EPA HQ, Federal Triangle Complex, Washington D.C., unless otherwise dictated by the TOCOR.
- 1.5.5 For planning purposes, the contractor shall assume one (1) weekly status meeting with the EPA TOCOR.
- 1.5.6 For cost purposes, assume that the Contractor shall provide P1/P2 staff to work up to a total (combined of all staff involved in Task 3) of 40 hours per week.

### 1.6 TASK 4: MEETING SUPPORT

The Contractor shall provide EPA with meeting support including, but not limited to:

- 1.6.1 Logistical support for public meetings.
  - For planning purposes, the contractor shall assume one (1) public meeting per year.
  - The contractor shall provide specialized expertise and support the conduct of EPA meetings, e.g., expert workshops, external peer-reviews, and workgroup meetings.
  - The contractor shall ensure that all Agency peer review requirements and guidelines are followed (see 4th Edition of the EPA Peer Review Handbook available at <a href="http://www2.epa.gov/osa/peer-review-handbook-4th-edition-2015-0">http://www2.epa.gov/osa/peer-review-handbook-4th-edition-2015-0</a>)
  - The contractor shall follow the EPA Green Meetings and Conferences requirements for organizing public meetings (see EPAAR 1552.223-71).
  - Specific due dates for deliverables will be specified by the TOCOR via technical directive.
- 1.6.2 Note-taking, transcription, recording, and reports from meetings.
  - For planning purposes, the contractor shall assume one (1) meeting per month of approximately two (2) hours in length.
  - The TOCOR shall determine which meetings the Contractor shall attend and provide two working days' notice (e-mail notification) to the Contractor
  - The Contractor shall attend these meetings, provide a summary of the meeting, outline the outcomes and action items, and send the draft document to the TOCOR for review within approximately 5 business days after the meeting.
  - The Contractor shall revise the draft document to incorporate EPA comments and deliver the finalized notes to the TOCOR within one (1) week following receipt of the comments.
  - Due dates for deliverables will be specified by the TOCOR via technical directive.

### 1.7 TASK 5: OSCP WEBSITES SUPPORT

The Contractor shall provide technical support for the development and management of web content for the Endocrine Disruptor Screening Program (EDSP) and Federal Advisory Committees managed by OSCP, *i.e.*, the FIFRA Scientific Advisory Panel (FIFRA SAP), and the Toxic Substances Control Act Scientific Advisory Committee on Chemicals (TSCA SACC).

All software application and web-based deliverables shall be compliant with the \$508 accessibility standards of the Rehabilitation Act of 1973 (Act) (see EPA Policy: Accessible Electronic and Information Technology Standards, Procedures and Guidance: Accessible Electronic and Information Technology). Software application deliverables comply with the \$508 standards if they meet paragraphs (a) through (l) of \$1194.21 of the Act. Web-based deliverables will comply with the \$508 standards if they meet paragraphs (a) through (p) of \$1194.22 of the Act. When preparing these deliverables, the Contractor shall refer to the most recent version of the \$508 standards, which can be found at: http://www.access-board.gov/sec508/guide/index.htm.

The Contractor shall demonstrate §508 compliance of web-based deliverables by submitting a printout from a reputable §508 compliance software package showing that all priority 1 accessibility requirements have been met. The Contractor shall identify the software package and version used if this information is not listed on the printout.

- 1.7.1 The Contractor shall draft and manage content for the EDSP website (https://www.epa.gov/endocrine-disruption) based on the technical direction provided by the TO-COR.
- 1.7.2 The Contractor shall follow all EPA Web standards, procedures and policies regarding publishing on EPA's website (see <a href="https://www.epa.gov/web-policies-and-procedures/policies-and-procedures">https://www.epa.gov/web-policies-and-procedures</a>). All web publishing shall conform to EPA's One EPA Web structure (<a href="One EPA Web Guidance">One EPA Web Guidance</a>), which will:
  - Provide easier access to information about environmental issues and the work we are doing;
  - Improve EPA's transparency and openness to our audiences;
  - Provide a single, consolidated resource for priority topics; and
  - Create more relevant content for specific audiences.
- 1.7.3 Specific activities include, but are not limited to:
  - Organizing and updating content on each website (EDSP or FACA committee websites)
  - Updating content on the websites (*e.g.*, revising the content on existing webpages or creating new linkages to other webpages).
  - Posting materials (or adding linkages) on a website.
  - For EDSP website:
    - ✓ Developing materials to post on the web that are referenced by Federal Register notices (*e.g.*, workflow diagrams, order recipient diagrams/tables, etc.) or other relevant EDSP information materials.
    - ✓ Creating visual aids that can be used to facilitate understanding of the EDSP.
    - ✓ Adding specific document developed by EPA, e.g., EDSP Comprehensive Management Plan, Annual reports, and EDSP guidance documents.
  - For FACA meeting website, examples include:
    - ✓ Creating graphics that can be used to facilitate understanding of FIFRA SAP and TSCA Scientific Advisory Committee on Chemicals/Chemical Safety Advisory Committee, EDSP, *e.g.*, graphs, charts, and workflow diagrams.
    - ✓ Specific meeting content.

1.7.4 Content shall be posted to the EPA EDSP website (and/or related websites, *e.g.*, OCSPP Harmonized Test Guidelines website) and to the EPA OSCP Federal Advisory Committee websites following review and approval by the TOCOR.

### 1.8 TASK 6: DOCUMENT SUPPORT

The Contractor shall provide technical support for the preparation of OSCP documents including, but not limited to:

- Document formatting and citation management. The Contractor shall use document templates provided by the TOCOR. For cost estimate of document formatting and citation management (e.g., EPA HERO, EndNote) assume that there may be 6-8 documents per year. Each document may be 10 pages in length and contain 500 references.
- Preparation of text, graphs and figures used in presentations, journal articles, or other Agency documents
- Preparation of materials for draft and final versions of Federal Register (FR) notice(s), e.g., support for Information Collection Requests (ICRs) or EPA policy notices.
- Preparation of communication materials including, but not limited to, brochures, bookmarks, announcements, etc.
- Organization of public comments, e.g., public comments in response to EPA FR notices.
- Specific deliverables and due dates will be ordered by the TOCOR via technical directive.

In support of Internet-ready electronic files, the contractor shall ensure that all hypertext markup language (HTML) files and web-based applications comply with the standards, guidelines, and processes in the <u>EPA Web Guide</u>. All web-based applications under development must complete the Agency application review process. The selection of the platform for developing web-based applications shall be approved in advance of development. All HTML and web-based files and applications shall comply with the accessibility standards developed under Section 508 of the Americans with Disabilities Act (<a href="http://www.section508.gov">http://www.section508.gov</a>). Any products that will be housed on EPA site(s) shall be optimized for a variety of target browsers, user hardware, and shall be thoroughly testing for compatibility with multiple browsers and operating systems.

### 1.9 REPORTING REQUIREMENTS AND DELIVERABLES

The contractor shall provide the following deliverables listed in Table 1.

TABLE 1. DELIVERABLES AND SCHEDULE

Toolse	Tasks Deliverables Due Dates										
Tasks		Denverables	Due Dates								
Task 1	Task 🗸	management Kick-off meeting within 2 weeks after the t Monthly Progress Report (i.e. Technical/Pr									
	<ul><li>✓</li><li>✓</li><li>✓</li></ul>	Report) by the 15 <sup>th</sup> of each month (following Biweekly status meetings) Other meetings as required by the TOCOR Email a copy to the CO, Contract level CO Immediately inform the TOCOR when any or is expected to exceed the contractor esting the state of the contractor esting the state of the contractor esting the state of the contractor esting the state of the contractor esting the state of the contractor esting the	R, TOCOR, and Alt TOCOR hours or costs for any task has exceeded mate by >10%.								
	ľ	Immediately inform the TOCOR of any probudget, and/or delivery of deliverables.	bottems that may impact the production,								

Tasks	Deliverables	Due Dates
	✓ The Contractor shall notify the TOCOR w hours or approved LH costs have been inc	
Task 2	EPA Requirements for Quality Assurance Project Plans (QA/R- 5) https://www.epa.gov/quality/epa-qar-5-epa- requirements-quality-assurance-project-plans  ✓ Draft QAPP ✓ Final QAPP	<ul> <li>✓ Email to Contract-level COR and respective TOCOR and Alt TOCOR</li> <li>✓ Draft QAPP: within 10 business days after Task Order Award</li> <li>✓ Final QAPP: within 7 business days after receiving comments from the EPA TOCOR.</li> </ul>
Task 3	Records Management  ✓ Draft and final indices of records (in all media)  ✓ Draft and final box lists  ✓ Organized, packed, and labelled records boxes for transfer to FRC or NARA or for storage in OSCP assigned space.  ✓ Draft and final records destruction forms.	TBD by technical directive
Task 4	Meeting Support	TBD by technical directive
Task 5	Website Support  ✓ Draft materials for posting  ✓ Final materials  ✓ Post final materials	<ul> <li>✓ Draft: 2 weeks after tasking by EPA TOCOR</li> <li>✓ Final: 1 week after receiving EPA TOCOR comments</li> <li>✓ Post: &lt;72 hours following final approval by EPA TOCOR</li> </ul>
Task 6	Document Support	TBD by technical directive

# 1.10 ACCEPTABLE QUALITY LEVEL FOR TASKS

See Attachment 1: Quality Assurance Surveillance Plan

### 1.11 PERIOD OF PERFORMANCE

The period of performance of this task order is:

Base: 12 months from award date

Option 1: 12 months from option exercise

Option 2: 12 months from option exercise

Option 3: 12 months from option exercise

### 1.12 PLACE OF PERFORMANCE

Work may be performed off-site except for Task 3 as described above. Task 3 of this task order requires on-site Contractor support to be located at EPA's headquarters at the Federal Triangle Complex (which includes the Ronald Reagan Building and International Trade Center and William Jefferson Clinton Buildings) in Washington, DC. Space shall be in OSCP-defined records management space.

### 1.13 PERSONNEL

The Contractor is responsible for providing personnel with the necessary level expertise to support the task activities and requirement in this PWS.

### 1.14 TASK ORDER TYPE: TIME & MATERIALS OR FIRM FIXED PRICE

### 1.15 GOVERNMENT FURNISHED EQUIPMENT (GFP)

In accordance with FAR 45.102, the contractor shall furnish all property required for performing Government contracts. If a contractor believes that Government property is required for performance of the contract, the contractor shall submit a written request to the CO. For cost purposes, assume that EPA shall provide an office phone with voicemail, and e-mail for approved personnel working in OSCP-space to complete work under Task 3 of this task order.

### 1.16 **Onboarding**

All Contractors who work within EPA-authorized space will be required to go through EPA's onboarding process. Contractors who are authorized to work by EPA's Personnel Security Branch will added to the contract. To avoid a delay in resource assignment for new or replaced staff, the Contractor should ensure personnel have the necessary background to receive a successful pass through EPA's fingerprinting and background check.

### 1.17 Travel

The Contractor may be required to travel in the course of the performance of this task order. The Contractor is required to follow the requirements of subpart 31.2 of the FAR regulations in incurring allowable travel costs under this task order, and correspondingly must at all times seek and obtain government rates whenever available and observe current subsistence ceilings.

For Task 3 (Records Management Support). Contractors are encouraged to use public transportation to perform work under Task 3 at the EPA HQ Federal Triangle Complex, Washington D.C.

For Task 4 (Meeting Support). The allowability of travel costs for contractor personnel and experts, consultants and other hired under subcontracts to provide services to EPA shall be determined under Part 31 of the Federal Acquisition Regulation (see detailed instructions in Section H.23, EPA-H-31-106 EPA-SPONSORED MEETINGS, WORKSHOPS, AND/OR CONFERENCES).

### 1.18 TRAINING

### EPA-H-31-105 APPROVAL OF TRAINING [see Section H.22 of the IDIQ contract]

(a) The contractor shall provide and maintain a qualified staff of personnel to meet the requirements of the Performance Work Statement. The contractor shall provide training to keep its personnel abreast of changes to the science and/or technology associated with the requirements of the contract. In addition, the contractor shall ensure that its personnel receive appropriate safety, health and environmental training in accordance with Federal, state and local requirements prior to assigning any task that require such training. The

contractor shall provide documentation of such training upon the request of the Contract-Level COR and/or Contracting Officer.

The Government will not directly reimburse the cost for contractor employees to meet or maintain minimal contract requirements or to obtain and sustain an appropriate level of professionalism. Any direct charges for training will only be considered for reimbursement under this contract by compliance with the procedures set forth in paragraph (b) (see Section H.22 of the IDIQ contract).

The Contractor shall ensure the designated staff complete FIFRA and TSCA CBI training. The Contractor and Contractor's employees shall follow the security procedures set forth in the FIFRA CBI and TSCA CBI Security Manuals. Prior to receipt of TSCA CBI or FIFRA CBI by the Contractor, the Contractor shall ensure that all employees who will be cleared for access to FIFRA CBI and/or TSCA CBI have been briefed on the handling, control, and security requirements set forth in the FIFRA and/or TSCA CBI Security Manuals.

### 2 INSPECTION AND ACCEPTANCE

### QUALITY ASSURANCE PROJECT PLAN (SEE TASK 2 ABOVE)

The Contractor shall submit a draft QAPP per EPA Requirements for Quality Assurance Project Plans (QA/R-5) (Table 2).

Table 2. Quality Assurance Project Plan

	Documentation	Specifications	Due
X	Quality Assurance Project Plan for the Task Order	EPA Requirements for Quality Assurance Project Plans (QA/R- 5) (dated 3//20/2011)  https://www.epa.gov/quality/e pa-qar-5-epa-requirements- quality-assurance-project-plans	<ul> <li>Draft QAPP: within 10 business days after Task Order Award</li> <li>Final QAPP: within 7 business days after receiving comments from the EPA TOCOR.</li> </ul>

### 3 TASK ORDER ADMINISTRATION DATA

### 3.1 CONTRACT ADMINISTRATION REPRESENTATIVES

- Contracting Officer: Jody Gosnell, OAS/HQAD
- Contract Specialist: Eric Ward, OAS/HQAD
- Contract Level Contracting Officer's Representative: Sharlene Matten, OSCP/EACPD
- Task Order Contracting Officer's Representative: Sharlene Matten, OSCP/EACPD

### 3.2 TASK ORDER CLAUSES

### **INVOICING**

Invoices shall be submitted in accordance with contract clause G.3 EPAAR 1552.232-70 SUBMISSION OF INVOICES. (JUN 1996) - ALTERNATE I (JUN 1996).

### 4.2 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this task order by written notice to the Contractor within 5 calendar days before the expiration of this task order; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended task order shall be considered to include this option clause.
- (c) The total duration of this task order, including the exercise of any options under this clause, shall not exceed 60 months.

### 3.3 EPA-J-52-101 LIST OF ATTACHMENTS

Attachment 1: QUALITY ASSURANCE SURVEILLANCE PLAN

### 3.4 INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

### EPA-L-36-101 RFTOP Proposal Instructions

The offeror's response shall not exceed 20 double sided pages each and shall include all charts, illustrations, etc. This limitation does not include resumes. Font size: must be 11 points or larger (smaller text in figures, graphs, diagrams and charts is acceptable as long as it is legible when the page is viewed at 100%).

### (a) TECHNICAL PROPOSAL INSTRUCTIONS:

- (1) The technical proposal shall be complete and demonstrate an understanding of the work to be provided and the contractor's ability to perform the work in accordance with PWS. The technical proposal shall address all of the technical evaluation criteria presented in this section.
- (2) Each section of the proposal shall be titled.
- (3) Subcontractors

Each offeror shall list in a table format the name and addresses of all subcontractors who will perform work or labor or render services to the offeror for compensation in an amount in excess of one percent of the offeror's total price. Each offeror shall show on the table the portion of the work to be done by each subcontractor. This table shall be included with the technical proposal. The table shall include: (a) the name and address of the subcontractor, (b) a short description of the work the subcontractor will be designated to perform or deliver, (c) the portion in percent of the work the subcontractor will be designated to perform or deliver.

### (4) Conflict of Interest

- Vendors shall provide a completed version of the certification at EPA-H-09-106 task order conflict of interest certification as part of its Technical Proposal. The complete certification will not count against the page limitations for the Technical Proposal.
- Consistent with the terms of the prime contract, vendors shall disclose any actual or
  potential conflict of interest to the Contracting Officer within 7 days after receipt of the
  Request for Task Order Proposal. The disclosure shall include a description of actions

- which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest.
- For the purposes of this RFP, EPA believes an actual or potential conflict of interest may exist. In order to properly manage the major projects, the Office will use this task order to supplement its Program Management (PM) resources. PM support provided by contractors includes the roles of Project Status/Reporting, Earned Value Management, Risk Management, and Quality Management. In addition, PM support may include assistance in acquisition planning. Because of the sensitive nature of some of these activities and the requirement that the Contractor provide independent reviews of such things as EVM reports, identified risks, and QASP assessments, the following preclusions shall apply for the period of performance of this procurement, including the base and any exercised option years.

### (b) TECHNICAL EVALUATION CRITERIA

Technical Evaluation Factors listed below are of equal importance.

<u>Factor 1 – Technical Approach:</u> The Contractor shall propose their Technical Approach for accomplishing the objectives, requirements, and tasks and subtasks of the task order.

<u>Factor 2 – Staffing Approach:</u> The Contractor shall describe their staffing approach in the form of a Staffing Plan. The Plan shall describe the role <u>and</u> level of involvement of each proposed team member in implementing the required tasks.

### (c) COST PROPOSAL

### **Instructions:**

The purpose of these cost instructions is to assist offerors in submitting information required to evaluate the reasonableness of proposed costs. All dollar amounts provided shall be rounded to the nearest dollar. The labor rates used for this task order shall not exceed the labor rates included in the base IDIQ contract. However, EPA will accept discounted rates.

Travel costs shall not exceed \$2,500 (BASE plus all Option Years). Contractors are encouraged to use public transportation.

### **ATTACHMENT 1**

# QUALITY ASSURANCE SURVEILLANCE PLAN

### QUALITY ASSURANCE SURVEILLANCE PLAN

PERFORMANCE REQUIREMENT	PERFORMANCE MEASURE (PM)  PERFORMANCE STANDARD		SURVEILLANCE METHOD	INCENTIVES & DISINCENTIVES	
MANAGEMENT AND COMMUNICATION: The contractor shall maintain contact with the EPA CO, COR, and TOCOR throughout the performance of the contract.	Contractor shall immediately bring potential problems to the appropriate EPA personnel and shall recommend actions that would mitigate or resolve the problem.	Issues that impact project schedules and costs shall be brought to the attention of the EPA within 3-days of occurrence.	All active task orders will be reviewed by the EPA to identify unreported issues.	Performance will be considered in the award of subsequent task orders and will be factored into the annual evaluation of Business Relations in the Contractor Performance Assessment Reporting System (CPARS).	
TIMELINESS: For every Task Order awarded establishing a firm, specific delivery date for the generation of a report, the contractor shall deliver such report to the COR, TOCOR and CO no later than the time specified in the order's PWS.	Deliverables and related work must comply with contractual timeliness requirements. The contractor will be evaluated on its responsiveness to all task orders.	95% of all deliverables and related work shall be completed on time within task schedule and/or tech. direction requirements.	100% inspection of all deliverables and related work by the TOCOR; TOCOR will document the timeliness of all work requirements.	Performance will be considered in the award of subsequent task orders and will be factored into the annual evaluation of Timeliness in the Contractor Performance Assessment Reporting System (CPARS).	
TECHNICAL QUALITY: For every task order awarded, the analyses conducted by the contractor shall be factual, defensible, credible, and based on sound scientific methods. All data shall be collected from reputable sources and quality assurance measures shall be conducted in accordance with the agency requirements outlined in the task orders.	All deliverables and related work must be complete, accurate, thorough, and professionally credible.	Data are 100% accurate; review demonstrates a high level of expertise and credibility with regard to personnel and use of scientific methodology. Task Orders shall be conducted in strict conformance with approved QA plans. Outputs shall withstand internal review by the US EPA and outside scientific reviewers.	EPA Staff will conduct secondary reviews of work completed by the contractor. Feedback will be provided.	Performance will be considered in the award of subsequent task orders and will be factored into the annual evaluation in the category of Quality of Product or Service in the Contractor Performance Assessment Reporting System (CPARS).	

AMENDMENT OF SOLICITATION/MODIFIC	ATION OF C	ONTRACT		CONTRACT ID CODE	PAG	GE OF PAGES
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE	DATE	4. REC	UISITION/PURCHASE REQ. NO.	5. PROJE	1 7 ECT NO. (If applicable)
P00005	See Bloo	ck 16C	See	Schedule		
6. ISSUED BY CODE	CAD		7. ADI	MINISTERED BY (If other than Item 6)	CODE	
CAD US Environmental Protection 26 West Martin Luther King I Mail Code: W136 Cincinnati OH 45268-0001					_	
8. NAME AND ADDRESS OF CONTRACTOR (No., street Battelle Memorial Institute Attn: Brian Panoff 505 KING AVE COLUMBUS OH 432012693	t, county, State and	·	9B	AMENDMENT OF SOLICITATION NO.  DATED (SEE ITEM 11)		
			68	A. MODIFICATION OF CONTRACT/ORDER NO BHE0H18D0009 BHERH19F0326 B. DATED (SEE ITEM 13)	<i>)</i> .	
CODE 007901598	FACILITY COD	E	0	8/15/2019		
	11. THIS ITE	 EM ONLY APPLIES TO AI	MENDN	ENTS OF SOLICITATIONS		
RECEIVED AT THE PLACE DESIGNATED FOR THE OFFER. If by virtue of this amendment you desire to each letter or electronic communication makes refere 12. ACCOUNTING AND APPROPRIATION DATA (If reg See Schedule 13. THIS ITEM ONLY APPLIES TO M	change an offer ance to the solicital uired)	already submitted , such o ation and this amendment Net	change t, and is Inc	may be made by letter or electronic communica received prior to the opening hour and date spe	tion, providecified.	1.00
				SES SET FORTH IN ITEM 14 ARE MADE IN TH		
appropriation data, etc.) SET FORTH				MINISTRATIVE CHANGES (such as changes in OF FAR 43.103(b).  TY OF:	i paying or	nce,
D. OTHER (Specify type of modification	and authority)					
X IAW FAR 52.217-9, Op	• /	Extend the Te	erm	of the Contract		
E. IMPORTANT: Contractor is not		o sign this document and		1 copies to the issuing	office.	
14. DESCRIPTION OF AMENDMENT/MODIFICATION DUNS Number: 007901598  ID/IQ Technical Support for Endocrine Disruptor Screenin TOCOR: Sharlene Matten Max E Invoice App: Scott Lynn  The purpose of this bilatera document, is to:	the Endo g Progra xpire Da	crine Disrupt m Technical a te: 09/27/202	or and 23 I:	Screening Program Task C Support Services nvoiceApprover: Sharlene	order:	cen Alt
1. Exercise Option Period 1 performance from August 15, Continued				Number 0002 with a peri	od of	-
Except as provided herein, all terms and conditions of the	ne document refe	renced in Item 9 A or 10A	_			
15A. NAME AND TITLE OF SIGNER (Type or print)  15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	Kat	NAME AND TITLE OF CONTRACTING OFFIC Chleen Rechenberg UNITED STATES OF AMERICA	⊏K (Type (	or print)  16C. DATE SIGNED
(Signature of parson quithorized to sign)				then Rochesters. El	ECTRONI	ic

CONTINUATION SHEET 68H

REFERENCE NO. OF DOCUMENT BEING CONTINUED 68HE0H18D0009/68HERH19F0326/P00005

PAGE 2 OF 7

NAME OF OFFEROR OR CONTRACTOR

Battelle Memorial Institute

NO.	SUPPLIES/SERVICES	QUANTITY (C)	UNIT (D)	UNIT PRICE	AMOUN <sup>-</sup>
)	(B)	(0)	(n)	(E)	(F)
	2. Fully fund Contract Line Item Number (CLIN)				
	0002 (Option Period 1) in the amount of				
	\$220,821.00; and				
	3 Undate Tack Order Clause H 1 Centract				
	3. Update Task Order Clause H.1, Contract				
	Administration Representatives, to add Scott Lynn				
	as Alternate TOCOR and change the Contracting				
	Officer and Contract Specialist to Katie				
	Rechenberg and Sean Gifford, respectively.				
	All other terms and conditions remain unchanged				
	and in full force and effect.				
	LIST OF CHANGES:				
	Reason for Modification: Exercise an Option				
	Period Of Performance End Date changed from				
	14-AUG-23 to 14-AUG-21				
	Obligated Amount for this Modification:				
	\$220,821.00				
	New Total Obligated Amount for this Award:				
	\$632,646.00				
	Incremental Funded Amount changed from \$0.00 to				
	\$220,821.00				
	CHANGES FOR LINE ITEM NUMBER: 0002		l l		
	Obligated Amount for this Modification:				
	\$220,821.00				
	Incremental Funded Amount changed from \$0.00 to				
	\$220,821.00		ΙI		
	Exercised option				
	NEW ACCOUNTING CODE ADDED:				
	Account code:		l l		
	20-21-B-C2A00EA-000C54-2505-20C2CPE011-001				
	Beginning FiscalYear 20				
	Ending Fiscal Year 21				
	Fund (Appropriation) B				
	Budget Organization C2A00EA				
	Program (PRC) 000C54				
	Budget (BOC) 2505				
	Job # (Site/Project)				
	Cost Organization				
	DCN-LineID 20C2CPE011-001				
	Quantity: 0				
	Amount: \$220,821.00				
	Percent: 0				
	Subject To Funding: N				
	Payment Address:				
	RTP Finance Center				
	US Environmental Protection Agency				
	Continued				
		1	l		

 CONTINUATION SHEET
 REFERENCE NO. OF DOCUMENT BEING CONTINUED 68HE0H18D0009/68HERH19F0326/P00005
 PAGE 7
 OF TABLE 7

NAME OF OFFEROR OR CONTRACTOR

Battelle Memorial Institute

ΓΕΜ NO.	SUPPLIES/SERVICES	QUANTITY			AMOUNT
(A)	(B)	(C)	(D)	(E)	(F)
	RTP-Finance Center (AA216-01)				
	109 TW Alexander Drive				
	www2.epa.gov/financial/contracts				
	Durham NC 27711				
	Payment:				
	RTP Finance Center				
	US Environmental Protection Agency				
	RTP-Finance Center (AA216-01)				
	109 TW Alexander Drive				
	www2.epa.gov/financial/contracts	1			
	Durham NC 27711				
	Period of Performance: 08/15/2019 to 08/14/2021				
	Period of Periormance: 00/13/2019 to 00/14/2021				
		-			
			1		

### TASK ORDER CLAUSES

### **Period of Performance**

The period of performance of this task order is 8/15/19 - 8/14/20

### **Submission of Invoices**

Invoices shall be submitted in accordance with EPAAR 1552.232-70 SUBMISSION OF INVOICES. (JUN 1996) - ALTERNATE I (JUN 1996). See address below.

RTP Finance Center US Environmental Protection Agency RTP-Finance Center (AA216-01) 109 TW Alexander Drive www2.epa.gov/financial/contracts Durham NC 27711

### E.2 Period of Performance

Base: 12 months from award date

Option 1: 12 months from option exercise Option 2: 12 months from option exercise Option 3: 12 months from option exercise Option 4: 12 months from option exercise

### F. TASK ORDER TYPE

Tasks 1-6: Time and materials

### G. INSPECTION AND ACCEPTANCE

### **G.1 Quality Assurance Project Plan**

The contractor shall submit the following quality system documentation to the CO at the time frames identified below:

Documentation Specifications Due

Quality Assurance Project Plan for the Task Order

> EPA Requirements for Quality Assurance Project Plans (QA/R-5) [dated03/20/11]

> > Task Order proposal due date

This documentation can be found on the following EPA website – https://www.epa.gov/quality/epa-qar-5-epa-requirements-quality-assurance-project-plans This documentation will be prepared in accordance with the specifications identified

above or equivalent specifications defined by EPA.

The Government will review and return the quality documentation, with comments, and indicating approval or disapproval. If necessary, the contractor shall revise the documentation to address all comments and shall submit the revised documentation to the government for approval.

The contractor shall not commence work involving environmental data generation or use until the Government has approved the quality documentation.

### H. TASK ORDER ADMINISTRATION DATA

### **H.1 Contract Administration Representatives**

Contracting Officer: Jody Gosnell, Gosnell.jody@epa.gov

Contracting Officer's Representative: Sharlene Matten, matten.sharlene@epa.gov

### I. INVOICING

Invoices shall be submitted in accordance with contract clause G.3 EPAAR 1552.232-70 SUBMISSION OF INVOICES. (JUN 1996) - ALTERNATE I (JUN 1996).

### J. TASK ORDER CLAUSES

### J.3 FAR 52.217-9 Option to Extend the Term of the Contract (Mar 2000)

- (a) The Government may extend the term of this contract by written notice to the contractor within 5 calendar days before the expiration of this contract; provided that the Government gives the contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 Months.

### LOCAL CLAUSE - EPA-B-32-103A - LIMITATION OF GOVERNMENT'S OBLIGATION

- (a) Severable services may be incrementally funded. Non-severable services shall not be incrementally funded. Contract
- line items \_\_\_1\_ through \_\_4\_\_ are severable and may be incrementally funded. For these items, the sum of
- \$350,000.00 of the total price is presently available for payment and allotted to this contract.
- (b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted for those items to the contract. The Contractor shall not continue work on those items beyond that point. Subject to the clause entitled, "Termination for Convenience of the Government," the Government will not be obligated, under any circumstances, to reimburse the Contractor in excess of the amount payable by the Government in the event of the termination of applicable contract line items for convenience including costs, profit, and estimated termination costs for those line items.
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (h) of this clause, the Contractor will notify the Contracting Officer, in writing, at least 5 days prior to the date when, in the

Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85% of the total amount currently allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of the applicable line items up to the next scheduled date for the allotment of funds identified in paragraph (a) of this clause, or to a substitute date as determined by the Government pursuant to paragraph (d) of this clause. If, after such notification, additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause entitled "Termination for Convenience of the Government."

- (d) The parties contemplate that, subject to the availability of appropriations, the Government may allot additional funds for continued performance of the contract line items identified in paragraph (a) of this clause and will determine the estimated period of contract performance which will be covered by the funds. If additional funds are allotted, the Contracting Officer will notify the Contractor in writing. The Contractor shall not resume performance of the contract line items identified in paragraph (a) until the written notice is received. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and to the new estimated period of contract performance. The contract will be modified accordingly.
- (e) The Government may, at any time prior to termination, allot additional funds for the performance of the contract lineitems identified in paragraph (a) of this clause.
- (f) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default". The provisions of this clause are limited to the work and allotment of funds for the contract line items set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded.
- (g) Nothing in this clause affects the right of the Government to otherwise terminate this contract pursuant to the contract clause entitled "Termination for Convenience of the Government".
- (h) The parties contemplate that the Government may obligate funds to this contract in accordance with the following schedule:

### **RECAPITULATION:**

	PRIOR	THIS	NEW
	AMOUNT	MOD	AMOUNT
BASE PERIOD			
Total Maximum Amount:	\$0.00	\$0.00	\$214,536.00
Funded Amount:	\$0.00	\$0.00	\$125,000.00
(End of clause)			

# **Local Clauses EPA-H-42-102 UTILIZATION OF FEDCONNECT FOR CONTRACT ADMINISTRATION**

EPA will utilize the FedConnect® web portal in administering this contract. The contractor must be registered in FedConnect® and have access to the FedConnect website located at https://www.fedconnect.net/Fedconnect/. For assistance in registering or for other FedConnect® technical questions please call the FedConnect® Help Desk at (800) 899-6665 or email at support@fedconnect.net.

### FAR 52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery

orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 08/15/2019 through 08/14/2023.

- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

### FAR 52.216-19 ORDER LIMITATIONS. (OCT 1995)

- (a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than \$10,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor-
- (1) Any order for a single item in excess of \$4.5 Million;
- (2) Any order for a combination of items in excess of \$4.5 Million; or
- (3) A series of orders from the same ordering office within 7 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) above.
- (c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

### FAR 52.217-8 OPTION TO EXTEND SERVICES. (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days before the contract expires.

### FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years and 6 months.

### FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. The full text of a clause may be accessed electronically at this/these address(es): FAR: http://farsite.hill.af.mil/vmfara.htm; EPAAR: http://farsite.hill.af.mil/vmepaara.htm

AMENDME	NT OF SOLICITATION/MODIFICA	ATION OF CO	ONTRACT		1. CONTRACT ID CODE		PAGE OF	PAGES
	NT/MODIFICATION NO.	3. EFFECTIVE	DATE 4	. REC	  UISITION/PURCHASE REQ. NO.	5. PR	OJECT NO.	. (If applicable)
P00006		See Bloo	ck 16C					
6. ISSUED BY	CODE	CAD		7. ADI	MINISTERED BY (If other than Item 6)	CODE		
26 West Mail Co	ronmental Protection Martin Luther King D de: W136 ati OH 45268-0001							
8. NAME AND	ADDRESS OF CONTRACTOR (No., street,	county, State and	ZIP Code) ()	() 9A	AMENDMENT OF SOLICITATION NO.			
Attn: Ke 505 KING	e Memorial Institute elly Landolfi G AVE G OH 432012696		<u>v</u>	10/ 68 68	DATED (SEE ITEM 11)  A. MODIFICATION OF CONTRACT/ORDER NO 3 HE0H18D0009  3 HERH19F0326  3. DATED (SEE ITEM 13)	О.		
CODE 00	7901598	FACILITY COD	E	0	8/15/2019			
		11. THIS ITE	M ONLY APPLIES TO AM		ENTS OF SOLICITATIONS			
separate let RECEIVED OFFER. If the	ter or electronic communication which incli AT THE PLACE DESIGNATED FOR THE by virtue of this amendment you desire to our or electronic communication makes referent ING AND APPROPRIATION DATA (If required	udes a reference RECEIPT OF O Change an offer a nce to the solicita uired)	to the solicitation and ame FFERS PRIOR TO THE Halleady submitted, such challeady submitted, such challeady and this amendment,	endme OUR A nange and is	peipt of this amendment on each copy of the off ent numbers. FAILURE OF YOUR ACKNOWL IND DATE SPECIFIED MAY RESULT IN REJE may be made by letter or electronic communicate received prior to the opening hour and date specified by the contract of the opening hour and date specified by the contract of the opening hour and date specified by the contract of the opening hour and date specified by the contract of the opening hour and date specified by the contract of the opening hour and date specified by the contract of the opening hour and date specified by the contract of the opening hour and date specified by the contract of the opening hour and date specified by the opening h	EDGEN CTION ation, pr ecified.	MENT TO B OF YOUR rovided	E
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Х	B. THE ABOVE NUMBERED CONTRAC appropriation data, etc.) SET FORTH      C. THIS SUPPLEMENTAL AGREEMEN				MINISTRATIVE CHANGES (such as changes in OF FAR 43.103(b).	n payin	g office,	
	C. THIS SUFFLEMENTAL AGREEMEN	I IS ENTERED I	NIO FORSOANI IO AUI	HORI	TT OF.			
	D. OTHER (Specify type of modification	and authority)						
E. IMPORTAN	T: Contractor X is not	is required t	o sign this document and r	eturn	copies to the issuing	office.		
14. DESCRIP DUNS Nur	TION OF AMENDMENT/MODIFICATION (nber: 007901598	Organized by U	CF section headings, inclu	ding s	olicitation/contract subject matter where feasible Screening Program Task (	le.)		
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LIST OF	CHANGES:							
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Except as prov	vided herein, all terms and conditions of th	e document refe	renced in Item 9 A or 10A,	as he	retofore changed, remains unchanged and in fu	ıll force	and effect	
15A. NAME A	ND TITLE OF SIGNER (Type or print)				NAME AND TITLE OF CONTRACTING OFFIC	ER (Ty	pe or print)	
15B. CONTRA	ACTOR/OFFEROR		15C. DATE SIGNED		n Gifford  JNITED STATES OF AMERICA			C. DATE SIGNED
	(Signature of person authorized to sign)					GNAT		0/29/2020

 CONTINUATION SHEET
 REFERENCE NO. OF DOCUMENT BEING CONTINUED 68HE0H18D0009/68HERH19F0326/P00006
 PAGE 2
 0F
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 7

NAME OF OFFEROR OR CONTRACTOR

Battelle Memorial Institute

EM NO. (A)	SUPPLIES/SERVICES	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
(A)	(B) Reason for Modification: Other Administrative	(0)	(ח)	(E)	(1)
	Action				
	Clause titled "FAR 52.204-25, Prohibition on				
	Contracting for Certain Telecommunications and				
	Video Surveillance Services or Equipment. (AUG				
	2020)" is incorporated by reference.				
	Payment:  RTP Finance Center				
	US Environmental Protection Agency				
	RTP-Finance Center (AA216-01)				
	109 TW Alexander Drive				
	www2.epa.gov/financial/contracts				
	Durham NC 27711 Period of Performance: 08/15/2019 to 08/14/2021				
	Period of Periodimance: 00/13/2019 to 00/14/2021				

### TASK ORDER CLAUSES

### **Period of Performance**

The period of performance of this task order is 8/15/19 - 8/14/20

### **Submission of Invoices**

Invoices shall be submitted in accordance with EPAAR 1552.232-70 SUBMISSION OF INVOICES. (JUN 1996) - ALTERNATE I (JUN 1996). See address below.

RTP Finance Center US Environmental Protection Agency RTP-Finance Center (AA216-01) 109 TW Alexander Drive www2.epa.gov/financial/contracts Durham NC 27711

### E.2 Period of Performance

Base: 12 months from award date

Option 1: 12 months from option exercise Option 2: 12 months from option exercise Option 3: 12 months from option exercise Option 4: 12 months from option exercise

### F. TASK ORDER TYPE

Tasks 1-6: Time and materials

### G. INSPECTION AND ACCEPTANCE

### **G.1 Quality Assurance Project Plan**

The contractor shall submit the following quality system documentation to the CO at the time frames identified below:

Documentation Specifications Due

Quality Assurance Project Plan for the Task Order

> EPA Requirements for Quality Assurance Project Plans (QA/R-5) [dated03/20/11]

> > Task Order proposal due date

This documentation can be found on the following EPA website – https://www.epa.gov/quality/epa-qar-5-epa-requirements-quality-assurance-project-plans This documentation will be prepared in accordance with the specifications identified

above or equivalent specifications defined by EPA.

The Government will review and return the quality documentation, with comments, and indicating approval or disapproval. If necessary, the contractor shall revise the documentation to address all comments and shall submit the revised documentation to the government for approval.

The contractor shall not commence work involving environmental data generation or use until the Government has approved the quality documentation.

### H. TASK ORDER ADMINISTRATION DATA

### **H.1 Contract Administration Representatives**

Contracting Officer: Jody Gosnell, Gosnell.jody@epa.gov

Contracting Officer's Representative: Sharlene Matten, matten.sharlene@epa.gov

### I. INVOICING

Invoices shall be submitted in accordance with contract clause G.3 EPAAR 1552.232-70 SUBMISSION OF INVOICES. (JUN 1996) - ALTERNATE I (JUN 1996).

### J. TASK ORDER CLAUSES

### J.3 FAR 52.217-9 Option to Extend the Term of the Contract (Mar 2000)

- (a) The Government may extend the term of this contract by written notice to the contractor within 5 calendar days before the expiration of this contract; provided that the Government gives the contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 Months.

### LOCAL CLAUSE - EPA-B-32-103A - LIMITATION OF GOVERNMENT'S OBLIGATION

- (a) Severable services may be incrementally funded. Non-severable services shall not be incrementally funded. Contract
- line items \_\_\_1\_ through \_\_4\_\_ are severable and may be incrementally funded. For these items, the sum of
- \$350,000.00 of the total price is presently available for payment and allotted to this contract.
- (b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted for those items to the contract. The Contractor shall not continue work on those items beyond that point. Subject to the clause entitled, "Termination for Convenience of the Government," the Government will not be obligated, under any circumstances, to reimburse the Contractor in excess of the amount payable by the Government in the event of the termination of applicable contract line items for convenience including costs, profit, and estimated termination costs for those line items.
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (h) of this clause, the Contractor will notify the Contracting Officer, in writing, at least 5 days prior to the date when, in the

Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85% of the total amount currently allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of the applicable line items up to the next scheduled date for the allotment of funds identified in paragraph (a) of this clause, or to a substitute date as determined by the Government pursuant to paragraph (d) of this clause. If, after such notification, additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause entitled "Termination for Convenience of the Government."

- (d) The parties contemplate that, subject to the availability of appropriations, the Government may allot additional funds for continued performance of the contract line items identified in paragraph (a) of this clause and will determine the estimated period of contract performance which will be covered by the funds. If additional funds are allotted, the Contracting Officer will notify the Contractor in writing. The Contractor shall not resume performance of the contract line items identified in paragraph (a) until the written notice is received. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and to the new estimated period of contract performance. The contract will be modified accordingly.
- (e) The Government may, at any time prior to termination, allot additional funds for the performance of the contract lineitems identified in paragraph (a) of this clause.
- (f) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default". The provisions of this clause are limited to the work and allotment of funds for the contract line items set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded.
- (g) Nothing in this clause affects the right of the Government to otherwise terminate this contract pursuant to the contract clause entitled "Termination for Convenience of the Government".
- (h) The parties contemplate that the Government may obligate funds to this contract in accordance with the following schedule:

### **RECAPITULATION:**

	PRIOR	THIS	NEW
	AMOUNT	MOD	AMOUNT
BASE PERIOD			
Total Maximum Amount:	\$0.00	\$0.00	\$214,536.00
Funded Amount:	\$0.00	\$0.00	\$125,000.00
(End of clause)			

# **Local Clauses EPA-H-42-102 UTILIZATION OF FEDCONNECT FOR CONTRACT ADMINISTRATION**

EPA will utilize the FedConnect® web portal in administering this contract. The contractor must be registered in FedConnect® and have access to the FedConnect website located at https://www.fedconnect.net/Fedconnect/. For assistance in registering or for other FedConnect® technical questions please call the FedConnect® Help Desk at (800) 899-6665 or email at support@fedconnect.net.

### FAR 52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery

orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 08/15/2019 through 08/14/2023.

- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

### FAR 52.216-19 ORDER LIMITATIONS. (OCT 1995)

- (a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than \$10,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor-
- (1) Any order for a single item in excess of \$4.5 Million;
- (2) Any order for a combination of items in excess of \$4.5 Million; or
- (3) A series of orders from the same ordering office within 7 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) above.
- (c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

### FAR 52.217-8 OPTION TO EXTEND SERVICES. (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days before the contract expires.

### FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years and 6 months.

### FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. The full text of a clause may be accessed electronically at this/these address(es): FAR: http://farsite.hill.af.mil/vmfara.htm; EPAAR: http://farsite.hill.af.mil/vmepaara.htm

AM	ENDMENT OF SOLICITATION/	MODIFICATION	OF CONTRACT	CONTRACT ID COL	PAGE OF PAGES	
2. AMEND	MENT/MODIFICATION NUMBER	3. EFFECTIVE DATE 08/13/2020	4. REQUISITION/PURCHASE	REQUISITION NUMBER	5. PROJECT NUMBER (If applicable)	
6. ISSUED	BY CODE	7	7. ADMINISTERED BY (If	other than Item 6)	CODE	
OMS/AI US Env 1200 Pe	. Scott, Director RM/OAS/Policy, Training and Overs ironmental Protection Agency, Mail ennsylvania Avenue, NW gton, DC 20004	ight Division Code 3802R				
	ND ADDRESS OF CONTRACTOR (Number, street	et, county, State and ZIP Co	ode) (	X) 9A. AMENDMENT	T OF SOLICITATION NUMBER	
	PA Contractors			, , , , , , , ,	OF COLICITATION NOMBER	
				9B. DATED (SEE	ITEM 11) ON OF CONTRACT/ORDER NUMBER	
					ontracts and Orders	
CODE	FAC	CILITY CODE				
	11. THIS ITEM	ONLY APPLIES TO	AMENDMENTS OF SC	LICITATIONS		
Offers must (a) By comp or (c) By se RECEIVED by virtue of communica	bove numbered solicitation is amended as set forth acknowledge receipt of this amendment prior to the pleting items 8 and 15, and returning parate letter or electronic communication which incommunication which is a set of the solicitation and this amount in the set of the solicitation and this amount incommunication which is a set of the solicitation and this amount incommunication which is a set of the solicitation and the set of the solicitation and this amount incommunication which is a set of the solicitation and the set of the solicitation and this amount is a set of the solicitation and the set of the solicitation and this amount is a set of the solicitation and the set of the solicitation and the set of the solicitation and the set of the solicitation and the set of the solicitation and the set of the solicitation and the set of the solicitation and the set of the solicitation and the set of the solicitation and the set of the solicitation and the set of the solicitation and the set of the solicitation and the set of the solicitation and the set of the solicitation and the set of the set	ne hour and date specified in copies of the amendment cludes a reference to the sol PT OF OFFERS PRIOR TO ady submitted, such change lendment, and is received p	n the solicitation or as amended nt; (b) By acknowledging receip icitation and amendment numb THE HOUR AND DATE SPEC e may be made by letter or elec	I, by one of the following t of this amendment on eers. FAILURE OF YOUI CIFIED MAY RESULT IN tronic communication, p.	each copy of the offer submitted; R ACKNOWLEDGMENT TO BE REJECTION OF YOUR OFFER. If	
			DIFICATIONS OF CON R NUMBER AS DESCR			
CHECK OF	A. THIS CHANGE ORDER IS ISSUED PURS NUMBER IN ITEM 10A.	SUANT TO: (Specify author	ity) THE CHANGES SET FOR	TH IN ITEM 14 ARE MAI	DE IN THE CONTRACT ORDER	
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
	D. OTHER (Specify type of modification and	authority)				
E. IMPO	RTANT: Contractor X is not is	required to sign this	document and return	copies	to the issuing office.	
14. DESCF	RIPTION OF AMENDMENT/MODIFICATION (Orga	nized by UCF section head	ings, including solicitation/contr	act subject matter where	feasible.)	
4.2105,	tract/order is being modified in according requiring contracting officers to include a surveillance in the contractions and Video Surveillance in the contractions and Video Surveillance in the contractions are contracted in the contractions are contracted in the c	ude FAR clause 52.	204-25, Prohibition or	in interim FAR Can Contracting for	ase 2019-009, and FAR Certain	
See atta	ched for the full text version of FAR	52.204-25. Contra	ctor Acknowledgment	of receipt require	ed.	
Except as p	rovided herein, all terms and conditions of the doc	ument referenced in Item 9A	or 10A, as heretofore changed	d, remains unchanged ar	nd in full force and effect.	
15A. NAME	AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF C	CONTRACTING OFFICE	R (Type or print)	
			Raoul D. Scott, Direc	tor Policy, Trainir	ng and Oversight Division	
15B. CON	TRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF A	MERICA	16C. DATE SIGNED	
			RAOUL SCOT	Digitally signed by RA Date: 2020.07.30 11:	\OUL SCOTT 40:17 -04'00'	
	(Signature of person authorized to sign)		(Signature o	of Contracting Officer)		

# **52.204-25** Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

As prescribed in 4.2105(b) and in the applicability instructions in interim FAR Case 2019-009, insert the following clause:

### Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)

### (a) *Definitions*. As used in this clause—

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

### Critical technology means—

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

- (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
  - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

*Roaming* means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

- (2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.
  - (c) Exceptions. This clause does not prohibit contractors from providing—
- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
  - (d) Reporting requirement.
- (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <a href="https://dibnet.dod.mil">https://dibnet.dod.mil</a>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <a href="https://dibnet.dod.mil">https://dibnet.dod.mil</a>.
- (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause
- (i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	P	PAGE OF PAGES		
		_				1	21	
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE			REQUISITION/PURCHASE REQ. NO.	5. PRO	JECT NO. (If appli	cable)	
P00007	See Bloo	ck 16C		-OCSPP-20-00436	0005	Г		
6. ISSUED BY CODE	CAD		1.1	ADMINISTERED BY (If other than Item 6)	CODE			
CAD	7 ~ ~ ~ ~ ~							
US Environmental Protection 26 West Martin Luther King D								
Mail Code: W136	TIVE							
Cincinnati OH 45268-0001								
8. NAME AND ADDRESS OF CONTRACTOR (No., street	, county, State and	ZIP Code)	(x)	9A. AMENDMENT OF SOLICITATION NO.				
Battelle Memorial Institute								
Attn: Kelly Landolfi				9B. DATED (SEE ITEM 11)				
505 KING AVE								
COLUMBUS OH 432012696				10A. MODIFICATION OF CONTRACT/ORDER N	0			
			Х	68HE0H18D0009	0.			
				68HERH19F0326				
				10B. DATED (SEE ITEM 13)				
CODE 007901598	FACILITY COD	E		08/15/2019				
	11. THIS ITE	EM ONLY APPLIES TO A	MEN	IDMENTS OF SOLICITATIONS				
Offers must acknowledge receipt of this amendment p  Items 8 and 15, and returning co				tation or as amended , by one of the following me receipt of this amendment on each copy of the off	, ,	, , ,		
separate letter or electronic communication which incl								
RECEIVED AT THE PLACE DESIGNATED FOR THE OFFER. If by virtue of this amendment you desire to								
each letter or electronic communication makes referer	•	•		• •		Widea		
12. ACCOUNTING AND APPROPRIATION DATA (If requ	uired)							
See Schedule								
13. THIS ITEM ONLY APPLIES TO M	ODIFICATION O	F CONTRACTS/ORDERS	). II	MODIFIES THE CONTRACT/ORDER NO. AS DE	SCRIBEL	) IN II EM 14.		
CHECK ONE A. THIS CHANGE ORDER IS ISSUED F	PURSUANT TO:	(Specify authority) THE	CHA	NGES SET FORTH IN ITEM 14 ARE MADE IN TI	HE CON	FRACT		
ORDER NO. IN ITEM 10A.								
B. THE ABOVE NUMBERED CONTRAC	CT/ORDER IS M	ODIFIED TO REFLECT T	HE.	ADMINISTRATIVE CHANGES (such as changes in TY OF FAR 43.103(b).	in paying	office,		
appropriation data, etc.) SET FORTE	1 IIN 11 EW 14, PC	JRSUANT TO THE AUTH	IUK	111 OF FAR 43.103(b).				
C. THIS SUPPLEMENTAL AGREEMEN	T IS ENTERED I	NTO PURSUANT TO AU	ITHO	DRITY OF:				
X FAR 52.212-4(c), Cha	nges							
D. OTHER (Specify type of modification	and authority)							
E. IMPORTANT: Contractor ☐ is not	x is required t	o sign this document and	retu	urn 1 copies to the issuing	g office.			
14. DESCRIPTION OF AMENDMENT/MODIFICATION	(Organized by U	CF section headings, incl	ludir	ng solicitation/contract subject matter where feasib	le.)			
DUNS Number: 007901598								
ID/IQ Technical Support for	the Endo	crine Disrupt	cor	Screening Program Task	Order	î <b>:</b>		
Endocrine Disruptor Screenin	g Progra	m Technical a	anc	d Support Services				
TOCOR: Sharlene Matten Max E	xpire Da	te: 09/27/202	23	InvoiceApprover: Sharlen	e Mat	ten Alt		
Invoice App: Scott Lynn								
The purpose of this bilatera	l Modifi	cation P00007	7 (	of this Task Order is to	incor	porate a		
ceiling increase under Contract Line Item Numbers (CLINs) 0002, 0003, and 0004 in the								
amounts of \$202,240.00, \$208	,873.00,	and \$214,544	1.0	00, respectively. This ce	iling	g increase	<u> </u>	
is necessary due to higher t	han esti	mated levels	of	effort for work within	the s	scope of		
Tasks 1, 4, and 6 of the Per	formance	Work Stateme	ent	, applicable to Option Pe	eriod	ds 1, 2, a	and	
3. A revised Performance Wor	k Statem	ent is attach	nec	d reflecting the associate	ed ir	ncreased		
Continued								
Except as provided herein, all terms and conditions of the	e document refe	renced in Item 9 A or 10A	A, as	heretofore changed, remains unchanged and in f	ull force a	and effect.		
15A. NAME AND TITLE OF SIGNER (Type or print)			16	A. NAME AND TITLE OF CONTRACTING OFFICE	CER (Typ	e or print)		
			K	athleen Rechenberg				
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		B. UNITED STATES OF AMERICA		16C. DATE	SIGNED	
				Volley Gerhenren. El	ECTRO	NIC		
(Signature of person authorized to sign)			/	(Signature of Contracting Officer)	BIGNATU	11/18	/2020	
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 CONTINUATION SHEET
 REFERENCE NO. OF DOCUMENT BEING CONTINUED
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 OF

 68HE0H18D0009/68HERH19F0326/P00007
 2
 21

NAME OF OFFEROR OR CONTRACTOR

Battelle Memorial Institute

TEM NO.	SUPPLIES/SERVICES	QUANTITY		UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	(E)	(F)
	levels of effort.				
	All other terms and conditions remain unchanged				
	and in full force and effect.				
	LIST OF CHANGES:				
	Reason for Modification: Change Order				
	Total Amount for this Modification: \$625,657.00				
	New Total Amount for this Award: \$1,718,421.00				
	CHANGES FOR LINE ITEM NUMBER: 0002				
	Total Amount changed from \$220,821.00 to				
	\$423,061.00				
	CHANGES FOR LINE ITEM NUMBER: 0003				
	Total Amount changed from \$227,147.00 to				
	\$436,020.00				
	CHANGES FOR LINE ITEM NUMBER: 0004				
	Total Amount changed from \$232,971.00 to				
	\$447,515.00				
	Payment:				
	RTP Finance Center				
	US Environmental Protection Agency				
	RTP-Finance Center (AA216-01) 109 TW Alexander Drive				
	www2.epa.gov/financial/contracts				
	Durham NC 27711				
	Period of Performance: 08/15/2019 to 08/14/2021				

### TASK ORDER CLAUSES

### **Period of Performance**

The period of performance of this task order is 8/15/19 - 8/14/20

### **Submission of Invoices**

Invoices shall be submitted in accordance with EPAAR 1552.232-70 SUBMISSION OF INVOICES. (JUN 1996) - ALTERNATE I (JUN 1996). See address below.

RTP Finance Center US Environmental Protection Agency RTP-Finance Center (AA216-01) 109 TW Alexander Drive www2.epa.gov/financial/contracts Durham NC 27711

### E.2 Period of Performance

Base: 12 months from award date

Option 1: 12 months from option exercise Option 2: 12 months from option exercise Option 3: 12 months from option exercise Option 4: 12 months from option exercise

### F. TASK ORDER TYPE

Tasks 1-6: Time and materials

### G. INSPECTION AND ACCEPTANCE

### **G.1 Quality Assurance Project Plan**

The contractor shall submit the following quality system documentation to the CO at the time frames identified below:

Documentation Specifications Due

Quality Assurance Project Plan for the Task Order

> EPA Requirements for Quality Assurance Project Plans (QA/R-5) [dated03/20/11]

> > Task Order proposal due date

This documentation can be found on the following EPA website – https://www.epa.gov/quality/epa-qar-5-epa-requirements-quality-assurance-project-plans This documentation will be prepared in accordance with the specifications identified

above or equivalent specifications defined by EPA.

The Government will review and return the quality documentation, with comments, and indicating approval or disapproval. If necessary, the contractor shall revise the documentation to address all comments and shall submit the revised documentation to the government for approval.

The contractor shall not commence work involving environmental data generation or use until the Government has approved the quality documentation.

### H. TASK ORDER ADMINISTRATION DATA

### **H.1 Contract Administration Representatives**

Contracting Officer: Jody Gosnell, Gosnell.jody@epa.gov

Contracting Officer's Representative: Sharlene Matten, matten.sharlene@epa.gov

### I. INVOICING

Invoices shall be submitted in accordance with contract clause G.3 EPAAR 1552.232-70 SUBMISSION OF INVOICES. (JUN 1996) - ALTERNATE I (JUN 1996).

### J. TASK ORDER CLAUSES

### J.3 FAR 52.217-9 Option to Extend the Term of the Contract (Mar 2000)

- (a) The Government may extend the term of this contract by written notice to the contractor within 5 calendar days before the expiration of this contract; provided that the Government gives the contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 Months.

### LOCAL CLAUSE - EPA-B-32-103A - LIMITATION OF GOVERNMENT'S OBLIGATION

- (a) Severable services may be incrementally funded. Non-severable services shall not be incrementally funded. Contract
- line items \_\_\_1\_ through \_\_4\_\_ are severable and may be incrementally funded. For these items, the sum of
- \$350,000.00 of the total price is presently available for payment and allotted to this contract.
- (b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted for those items to the contract. The Contractor shall not continue work on those items beyond that point. Subject to the clause entitled, "Termination for Convenience of the Government," the Government will not be obligated, under any circumstances, to reimburse the Contractor in excess of the amount payable by the Government in the event of the termination of applicable contract line items for convenience including costs, profit, and estimated termination costs for those line items.
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (h) of this clause, the Contractor will notify the Contracting Officer, in writing, at least 5 days prior to the date when, in the

Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85% of the total amount currently allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of the applicable line items up to the next scheduled date for the allotment of funds identified in paragraph (a) of this clause, or to a substitute date as determined by the Government pursuant to paragraph (d) of this clause. If, after such notification, additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause entitled "Termination for Convenience of the Government."

- (d) The parties contemplate that, subject to the availability of appropriations, the Government may allot additional funds for continued performance of the contract line items identified in paragraph (a) of this clause and will determine the estimated period of contract performance which will be covered by the funds. If additional funds are allotted, the Contracting Officer will notify the Contractor in writing. The Contractor shall not resume performance of the contract line items identified in paragraph (a) until the written notice is received. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and to the new estimated period of contract performance. The contract will be modified accordingly.
- (e) The Government may, at any time prior to termination, allot additional funds for the performance of the contract lineitems identified in paragraph (a) of this clause.
- (f) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default". The provisions of this clause are limited to the work and allotment of funds for the contract line items set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded.
- (g) Nothing in this clause affects the right of the Government to otherwise terminate this contract pursuant to the contract clause entitled "Termination for Convenience of the Government".
- (h) The parties contemplate that the Government may obligate funds to this contract in accordance with the following schedule:

### **RECAPITULATION:**

	PRIOR	THIS	NEW
	AMOUNT	MOD	AMOUNT
BASE PERIOD			
Total Maximum Amount:	\$0.00	\$0.00	\$214,536.00
Funded Amount:	\$0.00	\$0.00	\$125,000.00
(End of clause)			

# **Local Clauses EPA-H-42-102 UTILIZATION OF FEDCONNECT FOR CONTRACT ADMINISTRATION**

EPA will utilize the FedConnect® web portal in administering this contract. The contractor must be registered in FedConnect® and have access to the FedConnect website located at https://www.fedconnect.net/Fedconnect/. For assistance in registering or for other FedConnect® technical questions please call the FedConnect® Help Desk at (800) 899-6665 or email at support@fedconnect.net.

### FAR 52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery

orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 08/15/2019 through 08/14/2023.

- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

### FAR 52.216-19 ORDER LIMITATIONS. (OCT 1995)

- (a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than \$10,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor-
- (1) Any order for a single item in excess of \$4.5 Million;
- (2) Any order for a combination of items in excess of \$4.5 Million; or
- (3) A series of orders from the same ordering office within 7 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) above.
- (c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

### FAR 52.217-8 OPTION TO EXTEND SERVICES. (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days before the contract expires.

### FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years and 6 months.

### FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. The full text of a clause may be accessed electronically at this/these address(es): FAR: http://farsite.hill.af.mil/vmfara.htm; EPAAR: http://farsite.hill.af.mil/vmepaara.htm